

AGREEMENT
BETWEEN

THE SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION
AND THE
ASSOCIATION OF SCHOOL AIDES

LIBRARY
Institute of Management and
Labor Relations

SEP 30 1981
RUTGERS UNIVERSITY

JULY 1, 1981
TO
JUNE 30, 1983



PREAMBLE

This Agreement entered into this first day of July 1981, by and between the Scotch Plains-Fanwood Association of School Aides, hereinafter called the "Association", and the Scotch Plains-Fanwood Board of Education, hereinafter called the "Board".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole representative for collective negotiations concerning terms and conditions of employment for all:

Lunch/General Aide
Classroom Aide

and excluding the following:

Administrative and supervisory personnel
Certified personnel
Custodial and maintenance employees
Secretarial employees
Cafeteria employees

and all other employees of the School District not specifically included above.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin in accordance with PERC rules. Any agreement so negotiated shall apply to all Aides, be reduced to writing, ratified, and signed by the Board and the Association.
- B. 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 PROCEDURES

A. Definition

1. Grievance

A grievance is a claim by an Aide or Aides or the Association upon the misinterpretation, misapplication, or violation of this Agreement, policies or administrative decisions affecting an Aide or group of Aides except that the term grievance shall not apply to a complaint of an employee which may arise by reason of her non-reemployment.

2. Aggrieved Person

An "aggrieved person" is a person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Grievance Limits

The only grievances subject to arbitration are those which claim a misinterpretation, misapplication or violation of the expressed written terms of this agreement.

B. 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 aides. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure of the aggrieved at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite

the process. The time limits specified may, however, be extended by mutual agreement.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year the time limit set therein shall be modified to the extent that the term school days shall mean days on which the business office is opened during the months of July and August.
5. It is understood that employees, shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof have been fully determined.

6.

Level One

An employee with a grievance shall first discuss it with her immediate supervisor or principal in an attempt to resolve the matter informally at that level. If the aggrieved person is not satisfied with the disposition of her grievance at the informal conference, a formal written grievance shall be presented to the principal or immediate supervisor within five (5) school days of the informal conference. The written grievance shall include: (a) the nature of the grievance, (b) the nature and extent of the injury, loss or inconvenience, (c) the result of the previous discussions, (d) the aggrieved person's dissatisfaction with the decision previously rendered. The principal or immediate supervisor shall prepare a written response to the grievance and present said response to the aggrieved within five (5) school days of receipt of the written grievance. The immediate supervisor or principal shall meet with the aggrieved person and the Association representative(s) prior to communicating his written decision.

Level Two

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) school days after the grievance was delivered to the immediate supervisor or principal she may request in writing that the Association refer the grievance to the Director of Personnel Services.

Level Three

If the aggrieved person is not satisfied with the disposition of her grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Director of Personnel Services, she may within five (5) school days after a decision by the Director of Personnel Services or fifteen (15) school days after the grievance was delivered to the Director of Personnel Services, whichever is sooner, request in writing that the Association submit her grievance to the Superintendent of Schools.

Level Four

If the aggrieved person is not satisfied with the disposition of her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the decision was delivered to the Superintendent, she may within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit her grievance to the Board of Education or to a committee designated by the Board. The grievance shall set forth the elements contained in Level One together with all prior decisions. The Board may hold a hearing with the affected employee and her representative(s), or at its discretion may render a decision based upon the record submitted.

Level Five

(a) If the aggrieved person is not satisfied with the disposition of her grievance at Level Four, or if no decision has been rendered within thirty (30) calendar days of the submission of the grievance to the Board of Education, she may, within five (5) school days of receiving the decision of the Board of Education, request, in writing, that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of P.E.R.C.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.6 (b) of this Article.

(e) The costs for the services of the arbitrator, 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 incurred shall be paid by the party incurring same.

(f) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

D. Rights

1. Aides and Association

Any aggrieved person may be represented at all stages of the grievance procedure by herself, or, at her option, by representative(s) selected or approved by the Association. When an aide is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of aides, the Association may submit such grievance in writing commencing at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Grievances submitted by the Association will identify the grievant's work location(s) or group of grievants.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of this Article.

(a) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

(b) It is understood and agreed that all proceedings under this procedure shall be conducted after school hours whenever possible. However, in the event that any party in interest requires time during the school day for the obtaining of documents or other materials pertaining to the hearing, she shall apply to the Director of Personnel Services through her immediate supervisor

or principal to obtain released time. Should the Director of Personnel Services determine that there is no other alternative, he shall approve released time.

ARTICLE IV

AIDES RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123 Public Laws 1975, the Board hereby agrees that every aide 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. In addition, the Board shall not discriminate against any aide with respect to hours, or any terms or condition of employment by reason of her membership in the Association and its affiliates, her participation in any activities of the Association and its affiliates, collective negotiation with the Board, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any aide such rights as she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to aides hereunder shall be deemed to be in addition to those provided elsewhere..

C. Required Meetings and Hearings

Whenever any aide is required to appear before the Superintendent, the Board of Education, or any committee thereof concerning any matter which could adversely affect the continuation of that aide in her office, position or employment or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise her and represent her during such meeting or interview.

D. Association Identification

No aide shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS

A. Information

The Board agrees to furnish to the Association in response to reasonable written requests from time to time all available information concerning the financial resources of the district, agendas and minutes of all public Board meetings, insurance cost figures, names and addresses of all aides, experience and salary of all aides and such other information that will assist the Association in negotiations of an Agreement or in the processing of grievances.

B. Released Time for Meetings

Whenever any representative of the Association or any aide participates during working hours in negotiations, grievance proceedings, conferences or meetings she shall suffer no loss in pay if said meetings are mutually scheduled.

C. Use of School Buildings

1. Representatives of the Association, the N.J.E.A. and the N.E.A. shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with nor interrupt normal school operations. The representatives shall first notify and obtain permission of the building principal or his/her designee to enter the building. Such permission shall not be unreasonably withheld.

2. The Association and its representatives shall have the right to use school buildings at all reasonable times for meetings, provided such meetings will not interrupt normal school operations. Permission shall be obtained from the Central Office on the approved forms for use of such buildings. Permission to use the building shall not be unreasonably withheld.

D. Use of School Equipment

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 in the building. The Association will pay for any damage to any of the aforesaid equipment incident to such use. Permission of the principal or his/her designee shall be required for its use, which permission shall not be unreasonably withheld.

E. Bulletin Boards

The Association shall have space for notices in each school office. Copies of all materials to be posted on the bulletin board shall be given to the building principal.

F. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

G. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the aides, and to no other organization.

ARTICLE VI

EMPLOYMENT CONDITIONS

A. Work Day - Minimum Hours

1. For aides in the employ of the Board prior to July 1, 1979, there shall be a daily minimum guarantee of 2½ hours of work.
2. For aides hired after July 1, 1979, there shall be no daily minimum number of guaranteed hours of work.

B. Break

Aides employed for 5 or more hours daily shall be afforded a 30 minute paid lunch break. For those who work 4 or more hours a day, a 10 minute break shall be afforded.

C. Sick Leave

1. All aides shall be entitled to ten (10) days of sick leave in a school year. The sick leave days shall be accumulated in accordance with the New Jersey Statutes.
2. Aides shall inform their building principals or other immediate supervisor as soon as it is practically feasible that a sick day is required. In any event, aides shall call their assigned school/office no later than 8:30 a.m. on the day or days that sick leave will be required. Failure to notify may result in a denial of sick leave unless the building principal or other immediate supervisor determines that exceptional circumstances existed that prevented compliance with the notification procedure.

D. Personal Days

A total of two (2) days leave of absence for such personal leave and for other matters which require absence during the school hours shall be applied for in writing to the aide's immediate supervisor. Notice of such personal leave will be requested five (5) days before the date of occurrence, except in the case of emergency. The applicant for such a leave shall not be required to state the reason for such a request. The granting of such requests must be approved by the

immediate supervisor. Personal leave days will not accumulate from year to year. In no case may personal leave be used to extend a school holiday or recess period. A day surrounding a weekend of Saturday or Sunday is not considered a school holiday or recess, unless a holiday should precede or follow the weekend. Exceptions to this section may be granted for specific reasons such as, but not limited to, moving of household, college graduation of child, IRS audit, driving license test.

E. Bereavement

A maximum of five (5) days at any one time in the event of the death of a mother, father, spouse, or child. A maximum of three (3) days in the event of the death of a brother or sister. A maximum of two (2) days in the event of the death of a father-in-law, mother-in-law, grandmother, grandfather brother-in-law, sister-in-law or grandchild.

F. Jury Duty

An Aide who serves jury duty shall receive her regular daily pay less any stipend received for such duty.

G. All aides shall be given written notice of their tentative assignment for the forthcoming year by June 1st and final notice by June 30th.

H. Insurance

Aides shall be entitled to the same insurance program as members of other bargaining units within the district with the full cost of such paid by the Board.

I. Voluntary Transfer

The Board of Education recognizes that Aides will, from time to time, request transfers to another building or assignment. Such requests shall be made in writing to the Director of Personnel Services.

J. Involuntary Transfer

The Association recognizes that the Board will from time to time, determine it is in the best interest of the district to transfer an aide to another building or assignment. The Board or its agent agrees to consult with said aide before effectuating such transfer and whenever possible to pursue a mutually acceptable course of action.

K. Unexcused Absence

Leaves of absence beyond the limits specified in this Agreement may be granted for legitimate purposes by the Director Personnel. The decision of the Director of Personnel shall be final. The taking of unauthorized leaves may result in the immediate termination of employment without regard to any individual employment contract termination clauses.

L. Posting

1. Any aide shall have the right to apply for any non-professional position which is created or becomes vacant in the district.
2. All vacancies, which the Board intends to fill, shall be posted in all school buildings for at least seven (7) days prior to the closing date for submitting applications. All applications will be considered.

ARTICLE VII

EVALUATION

- A. Each aide shall be given a written evaluation of her work at least once a year. The written evaluation report shall be given to the aide at least twenty four (24) hours in advance of the conference to discuss the report.
- B. Aides shall have the right, upon request, to review the contents of their personnel files and to receive a copy, at Board expense, of any document contained therein. No material shall be placed in an aide's personnel file without the aide receiving a copy first and having the opportunity to submit a written response which shall be attached to the material and placed in the file.
- C. A copy of the job description for the position she fills shall be given to each aide at the beginning of each school year.

ARTICLE VIII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its aides dues for the Associations as said aides individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

ARTICLE IX

SALARY PROVISIONS

- A. The salary of each aide covered by this Agreement is set forth in Schedule A which is attached hereto and made part hereof.
- B. Aides shall be offered individual contracts including an annual salary based on an hourly rate as set forth in Schedule A and on the number of student days per year. Aides who are requested to work days beyond the total student days in the school year shall be compensated for at regular rate of pay.
- Certain aides may be requested to work several days before the beginning of or after the end of the normal student year. Compensation for said additional days worked may be in the form of either additional pay or compensatory time off during the school year on single session days. For each day worked under this provision the employees would be granted one compensatory day during the school year. Such changes in schedule would be on a voluntary basis only. The Association President shall be notified of the number of personnel involved and their names and building assignments as soon as that information is available.
- C. No changes in salary will be made for schedule changes including inclement weather or emergency. Additional payment shall be made for days extended for any reason at the regular rate of pay.
- D. Each aide shall be placed on the appropriate step and level of the salary schedule according to the number of years of experience as an aide in the district and the number of hours worked per day.
- E. Aides shall be paid their annual salary in twenty (20) equal installments on the fifteenth and last day of each month. When the fifteenth or last day of the month falls on a day on which aides are not required to work, aides shall receive their paychecks on the last previous working day.

ARTICLE X

LAYOFF / RECALL

- A. In reducing the number of aide positions within each category, aides with the least amount of continuous service as an aide in the classification being reduced shall be reduced first. Aides who have worked in more than one aide classification will have continuous service credit equal to their total continuous service as an aide in the district in the lowest of the classifications in which the aide has worked.

- B. Any aide who has lost her job as a result of a reduction in the number of aide positions shall be reemployed within her category before the Board employs any new aide. The order of recall shall be in the reverse of the order of layoff. The last laid off shall be the first recalled.
- C. Any aide shall be given 30 days notice prior to layoff.
- D. Any aide who is recalled shall have 5 days from receipt of the recall notice to notify the Board or its agent of her acceptance of the recall assignment. Recall notices sent by the Board shall be by certified mail.
- E. Vacancies which occur within either category of aide, including those which result from a refusal of reemployment by aides on the recall list, shall be posted in all school buildings as soon as they become known to the Board or its agent. A copy of the posting shall be sent immediately to the President of the Association.

Aides from either category can apply for any such positions vacant.

ARTICLE XI

MATERNITY LEAVE

- A. An aide, who becomes pregnant, shall notify the Superintendent of such pregnancy as soon as it is medically confirmed. No aide who is pregnant shall be removed from her duties during such pregnancy which occurs during the school year for which she is employed, unless as a result of such pregnancy, her work performance has been substantially impaired or her health would be impaired if she were to continue her aide assignment.
- B. An aide shall, upon request, be granted a leave of absence without pay for maternity purposes and child care. Application for such maternity leave shall be filed with the Superintendent sixty (60) days prior to the commencement of such leave. The aide shall acquire no right to obtain an extension of such leave beyond the end of the school year in which such leave is granted. Further, such aide shall have no right to return to her aide duties unless a contract has been offered by the Board and accepted by the aide. The Board further reserves the right to assign such aide to any aide position within the system at the discretion of the Superintendent or his designee.
- C. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any aide prior to the aide resuming her duties upon termination of the maternity leave. Such doctor's certificate shall certify that the aide is in all respects physically capable of discharging the full scope of her duties.

- D. An aide, who adopts a pre-school child, shall be granted child care leave upon application in accordance with 8 above.

ARTICLE XII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983.
8. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries this 12 day of May, 1981.

For the Aides Association

For the Board of Education

By *Linda Burman*
Its President

By *Kathleen L. Murray*
Its President

By *Joanne Leaver*
Its Secretary

By *Rie J. Maulick*
Its Secretary

SCHEDULE A 1981-1982

LUNCHROOM/GENERAL AIDES

<u>Hours/day</u>	<u>Hours/year</u>	<u>1(3.55)</u>	<u>2(3.75)</u>	<u>3(3.95)</u>	<u>4(4.15)</u>
1.5	270	959	1013	1067	1121
2.0	360	1278	1350	1422	1494
2.5	450	1598	1668	1778	1868
3.0	540	1917	2025	2133	2241
3.5	630	2237	2363	2489	2613
4.0	720	2556	2700	2844	2988
4.5	810	2876	3038	3200	3362
5.0	900	3195	3375	3555	3735
5.5	990	3515	3713	3911	4109
6.0	1080	3834	4050	4266	4482

SCHEDULE A 1981-1982

CLASSROOM AIDES

<u>Hours/day</u>	<u>Hours/year</u>	<u>1(3.90)</u>	<u>2(4.20)</u>	<u>3(4.50)</u>
3.0	540	2106	2268	2430
3.5	630	2457	2646	2835
4.0	720	2808	3024	3240
4.5	810	3159	3402	3645
5.0	900	3510	3780	4050
5.5	990	3861	4158	4455
6.0	1080	4212	4536	4860

If the student year extends beyond 180 school days, aides will be paid for the additional days worked at the regular rate of pay.

SCHEDULE A 1982-1983
LUNCHROOM/GENERAL AIDES

<u>Hours/day</u>	<u>Hours/year</u>	<u>1(---)</u>	<u>2(4.10)</u>	<u>3(4.35)</u>	<u>4(4.65)</u>
1.5	270	--	1107	1175	1256
2.0	360	--	1476	1566	1674
2.5	450	--	1845	1958	2093
3.0	540	--	2214	2349	2511
3.5	630	--	2583	2741	2930
4.0	720	--	2952	3131	3348
4.5	810	--	3321	3524	3767
5.0	900	--	3690	3915	4185
5.5	990	--	4059	4307	4604
6.0	1080	--	4428	4698	5022

SCHEDULE A 1982-1983
CLASSROOM AIDES

<u>Hours/day</u>	<u>Hours/year</u>	<u>1(4.40)</u>	<u>2(4.70)</u>	<u>3(5.00)</u>
3.0	540	2376	2538	2700
3.5	630	2772	2961	3150
4.0	720	3168	3384	3600
4.5	810	3564	3807	4050
5.0	900	3960	4230	4500
5.5	990	4356	4653	4950
6.0	1080	4752	5076	5400

If the student year extends beyond 180 school days, aides will be paid for the additional days worked at the regular rate of pay.

