

A G R E E M E N T

Between

THE BOARD OF EDUCATION OF THE TOWN OF NEWTON

- and -

THE NEWTON TEACHERS' ASSISTANTS ASSOCIATION

JULY 1, 1990 - to - JUNE 30, 1991



TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	RECOGNITION	1
II	NEGOTIATION PROCEDURE	1
III	GRIEVANCE PROCEDURE	2
IV	ASSOCIATION RIGHTS AND PRIVILEGES	4
V	SALARIES	5
VI	TEMPORARY LEAVES OF ABSENCE	6
VII	INSURANCE PROTECTION AND LIMITATION	7
VIII	VOLUNTARY TRANSFERS AND REASSIGNMENTS	8
IX	INVOLUNTARY TRANSFERS AND REASSIGNMENTS	9
X	EVALUATIONS	10
XI	FAIR DISMISSAL PROCEDURE	11
XII	DEDUCTION FROM SALARY	11
XIII	EMPLOYEES RIGHTS AND PRIVILEGES	12
XIV	SEPARABILITY AND SAVINGS	13
XV	MISCELLANEOUS PROVISIONS	13
SCHEDULE A	SALARY GUIDE -- 1990 - 1991	14



ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all aide personnel.

B. Unless otherwise indicated, the term "assistant" when used hereinafter in this Agreement, shall refer to all aides represented by the Association in the negotiations unit as defined above.

C. All other assistants employed by the Board not specifically enumerated above are included in the negotiations.

D. Exclusions - The provisions of this guide shall not apply to persons employed as substitutes for assistants, nor persons employed on a temporary basis to fill vacant positions, or on a part-time basis.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974. The parties further agree to make every reasonable effort to begin preliminary discussions concerning negotiations procedures sometime during the month of October of the calendar year preceding the calendar year in which this Agreement expires. On or about November 15, the Board will receive the proposals of the Association and substantive negotiations will begin at a mutually agreeable date.

B. Any agreements so negotiated shall apply to all assistants, be reduced to writing, be adopted and signed by the Board and the Association.

C. Modification

1. 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.

2. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Association for the duration of this agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions of Grievance

A "grievance" is a written claim based upon an event or condition which deleteriously affects the welfare and/or terms and conditions of employment of an assistant or a group of assistants and/or the interpretation, meaning, or application of any of the provisions of this Agreement. Such a written claim may be filed by an assistant or group of assistants. A "grievance" is also a written claim by the Board based upon any dispute with the Association, including a dispute with respect to the interpretation, meaning or application of any of the provisions of this Memo of Understanding.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures - Assistant Grievance

1. Within twenty (20) work days after the occurrence of an event from which a grievance arises, the grievance shall be submitted in writing to the immediate supervisor of the affected assistant(s).

2. If the matter is not satisfactorily resolved at level one within five (5) work days, the grievance shall be submitted in writing to the Vice Principal or Principal as appropriate, who shall respond in writing within five (5) work days.

3. If the matter is not satisfactorily resolved at level two, the decision of the Vice Principal or Principal may be appealed to the Superintendent of Schools. Such appeal shall be in writing, and shall be submitted within five (5) work days after receipt of the decision of the Vice Principal or Principal. The Superintendent shall respond in writing within five (5) work days after receipt of the appeal, and shall submit a copy of such response to the Association.

4. If the matter is not satisfactorily resolved at level three, and if the Association determines that further proceedings are necessary and advisable, the decision of the Superintendent may be appealed by the Association to the Board. The Association shall submit such appeal in writing to the Board within five (5) days after receipt of the Superintendent's decision. The Board shall render a written decision on any such appeal within fifteen (15) work days after receipt of the appeal.

5. If the matter is not satisfactorily resolved at level four, the Board's decision may be submitted to advisory arbitration. The Association shall notify the Board, in writing, of the submission to arbitration within five(5) work days after receipt of the Board's decision.

6. Within ten (10) work days after written notice of submission to arbitration the Board and the representative of 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 American Arbitration Association in the selection of an arbitrator.

7. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

8. 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.

NOTE: At Levels 2, 3 and 4 of the grievance procedure, either party has the option to present their rationale in person as well as in writing.

D. Procedures - Board Grievances

Grievances initiated by the Board shall be submitted directly to the Association, in writing, within twenty (20) work days after their occurrence. The Association shall respond in writing within fifteen (15) days after receipt of the grievance. If the matter is not thereby satisfactorily resolved, the Board may submit the matter to advisory arbitration. The Board shall notify the Association, in writing, of the submission to arbitration within five (5) work days after receipt of the Association's response. There after the matter shall proceed to arbitration as provided for in paragraphs C (6), C (7), and C (8) above.

E. Miscellaneous

1. In presenting his/her grievance, the assistant shall be assured freedom from prejudicial action.

2. Prior to each appeal, the assistant shall inform in writing the authority who last rendered a decision that he/she intends to appeal to the next higher authority.

3. Any aggrieved person may be present at all stages of the grievance procedure or be represented by representatives selected or approved by the Association. When an assistant on the membership list of the Association 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.

4. If, in the judgment of the representatives of the Association, a grievance affects a group or class of assistants, the representatives of the Association may submit such grievance in writing to the Superintendent of Schools directly.

5. 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.

6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, in accordance with existing Board policies, provided that this shall not interfere with or interrupt normal school operations.

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all information prepared for and/or available to the public, and such other public information that shall assist the Association in developing programs on behalf of the assistants.

C. The Board of Education will provide the Association with a copy of its Agenda and Minutes for every public meeting of the Board. Said Agenda shall be mailed or delivered before the meetings no later than they are delivered or mailed to members of the Board of Education.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph 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.

E. 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 advised at least 48 hours in advance of the time and place of the meeting.

F. The Association shall have the right to use the school mail boxes.

ARTICLE V

SALARIES

A. The salaries of all full-time assistants covered by this Agreement are set forth in the guide (Schedule A) which is attached hereto and made a part hereof.

B. Salary Guide Credit

Personnel claiming credit for experience in other related situations, will be required to produce proof of the validity of such claims, and no salary credit is to be given in the absence of such validity. Credit for related experience shall be equal to the time served, or less, as the Board of Education shall determine upon the recommendation of the Superintendent of Schools.

C. Salary Checks

Assistants of the Newton Public Schools will be paid on the fifteenth and thirtieth day of each month, September through June. In certain special cases other arrangements may be approved by the Superintendent of Schools. Each assistant shall receive his/her final pay of the school year on his/her last work day in June.

D. Probation

All assistants shall be employed on a school year basis September 1 to June 30.

E. Separation

All assistants who are to be separated from their position shall be given a thirty (30) day advance notice in writing. All assistants who intend to leave the school system shall give thirty (30) days advance notice in writing. Notices from assistants shall be addressed to the Superintendent of Schools. Notices to assistants shall be from the building administrator. All notices shall be given by certified mail.

F. Travel

Such travel as may be required by assistants in the normal pursuit and discharge of their employment responsibility shall be reimbursed at the prevailing rate paid other employees of the district.

G. A work day shall consist of a six (6) hour day for Instructional and Technical Aides.

H. Teacher assistants shall work one hundred eighty-one (181) days for the 1990-91 school year. For the 1990-91 school year only, the unit members will be compensated for the additional work day at their 1990-91 per diem rate by a separate check.

I. Placement of Salary Schedule

1. Each assistant shall be placed on his/her proper step of the salary guide. Any employee employed prior to February 1 of any school year shall receive full credit of one (1) year on the salary schedule.

J. After ten (10) years of employment in the Newton School District as Teacher Assistant, he/she will be eligible for an increment of \$350. in addition to his or her basic salary, after fifteen (15) years \$700., after twenty (20) years \$1100., and after twenty-five (25) years \$1400.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Personal Illness

1. Absences for this cause shall be allowed and shall include pay not exceeding ten (10) working days.

2. If fewer than ten (10) days are taken in any school year, then the number of days not utilized shall be cumulative, beginning from the date of the assistant's current continuous employment by the Board, to be available for additional sick leave in subsequent fiscal years, indefinitely.

3. Absences on sick leave always shall be charged first to the ten day allowance for the current fiscal year (paragraph 1) until it is fully utilized and thereafter, to the cumulative credit, to the extent that such credit is available.

4. In all absences under this section of five (5) consecutive work days or more, the Superintendent may require that the assistant submit a physician's certificate.

5. An assistant with 15 years of service in the district shall, upon leaving be reimbursed for unused accumulated sick days at 1/2 of the pay for a substitute, to a maximum of 180 days.

B. Personal Business

Absences not exceeding four (4) days per school, with pay, but not cumulative, shall be allowed but only by permission of the Superintendent of Schools, after written request. Such days may not be taken the day immedi-

ately prior to or following a day or days of vacation for the singular purpose of extending a vacation period. Unused personal business days shall be added to a teacher assistant's accumulated illness days at the rate of two (2) personal business days for one (1) personal illness day or one (1) personal business day at the rate of one-half (1/2) of a personal illness day.

C. Death

1. Absences due to a death in the assistant's immediate family or household, including father-in-law and mother-in-law, shall be allowed with pay, for the required period not exceeding four (4) working days in each such case.

2. Absences due to the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, or other relative not living with the immediate family of the assistant will be allowed, with pay, for the day of the funeral.

D. Additional Leaves with Pay

Absence with pay shall be allowed in the case of:

1. Quarantine - due to a contagious disease (which is not personal illness, provided that a certificate from a community health officer or a school physician is present and filed with the Superintendent Schools of Schools.

2. Court Order - provided that the assistant is not a party in the action and that the subpoena is filed with the Superintendent of Schools.

3. Good Cause - other leaves of absence with pay may be granted by the Board for good reason.

E. Additional Leaves without Pay

Absences due to the employee's marriage or to attend weddings of a relative or friend may be allowed, upon request, but shall be without pay.

F. Calendar Change

No calendar change will be made without consultation with the Teacher Assistants Association.

ARTICLE VII

INSURANCE PROTECTION AND LIMITATION

A. All assistants and their dependents may be covered by Blue Cross, Blue Shield, Rider J and Major Medical (NJ State Health Benefit Plan) benefits and a family dental plan at Board expense, upon written application to the Board Secretary for such coverage. The first day of such coverage will yearly commence on the assistant's first day of contractual obligation to the district.

B. The Newton Board of Education shall provide Major Medical Insurance to assistants of the district, and their dependents upon written application to the Board Secretary. Such coverage will be for medical care beyond that provided by Blue Cross, Blue Shield and Rider J benefits, whether or not any full-time assistants and their dependents are covered by Blue Cross, Blue Shield and Rider J.

C. Other group insurance plans can be made available to the assistants at their expense.

D. The Board may change insurance carriers provided advance notice of at least thirty (30) days is given to the Association and substantially similar coverage is provided. If the Association contends that the proposed coverage is not substantially similar, the dispute shall be resolved by the use of expedited binding arbitration conducted under the rules and procedures of the American Arbitration Association, provided, however, that the arbitrator shall issue a decision and award no later than August 1 preceding the commencement of the school year during which the proposed coverage is to take effect. It is understood and agreed that the use of binding arbitration shall not be applicable to any other dispute or grievance arising out of this Agreement.

E. Retirement Coverage -- The Board shall be governed by the rules and regulations of the NJ State Health Benefit Plan.

F. The Board may provide to any assistant on an approved unpaid leave of absence, at assistant's expense, subject to availability, all insurance that he/she is legally entitled to under the terms of this contract, if so requested by the assistant in writing at the time of the requested leave of absence.

G. An employee assistance program shall be developed in consultation with the Teacher Assistants Association at a cost to the Board of Education not to exceed \$25 per employee. Excess costs shall be paid for by the employee.

ARTICLE VIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

As vacancies arise, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Memo of Understanding which shall occur during the present or following school year. Said notification shall include salary and job description.

B. Filing Requests

Assistants who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the building principal and the Superintendent.

C. The Board and/or the Administration reserves the sole right and decision to make transfers and reassignments under this Article.

ARTICLE IX

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

All vacancies shall, wherever possible, be filled by a qualified available volunteer, provided such volunteer is acceptable to the administration, and the transfer would be in the best interest of the school district.

B. Criteria

When an involuntary transfer or reassignment is necessary, an assistant's area of competence, length of service in the Newton School District, length of service in the particular school building, and other relevant factors will be considered.

C. Reassignment

A list of open positions in the school district shall be made available to all assistants being involuntarily transferred or reassigned. Such assistants may request consideration for appointment to a position or positions in order of preference.

D. Reduction in Rank or Job Classification

1. Employees shall not be reduced in rank, job classification, or terminated without just cause.

2. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent of Schools or his designee, reasons for such reduction not later than fifteen (15) work days following the receipt of the request. Requests shall be made within fifteen (15) work days of either the effective date or reduction in rank or job classification, or of the date on which the employee was formally notified.

ARTICLE X

EVALUATIONS

A. General Criteria

1. Open Evaluation

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

2. Evaluation by Supervisors

Assistants shall be evaluated only by persons serving in the capacity of immediate supervisors or appropriate administrator.

3. Copies of Evaluation

An assistant shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to any central office, placed in the assistant's file, or otherwise be acted upon without prior conference with the assistant.

B. Procedure

1. The assistant evaluated will be given an opportunity to write on the evaluation form any objections to or disagreements with the evaluator's written report.

2. The assistant evaluated will sign the evaluation form, and date same to indicate that it has been seen and reviewed. A statement may be added by the assistant which indicates that the evaluation is not agreed to, in part or in whole.

3. Copies of each form will be given to the assistant evaluated, and sent or given to the Superintendent of Schools, on or before the due date.

4. Utilization of other administrators, supervisors and/or other assistants, to help improve those who wish to be helped, will be an integral part of the evaluation process. A record of such support and assistance will be kept, and affixed to the evaluation report.

C. All assistants shall be evaluated by their immediate supervisors or appropriate administrator at least once in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying strengths and deficiencies, extending assistance for their correction.

ARTICLE XI

FAIR DISMISSAL PROCEDURE

A. Procedure

On or before June 30th of each year, the Board shall give to each assistant who is in employ of the Board:

1. 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

2. A written notice that such employment shall not be offered.

B. Reasons

Any assistant who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent which statement shall be given to the employee in writing within five (5) days after receipt of such request.

C. Hearing

Any assistant who has received such notice on non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for a hearing is received in the office of the secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.

D. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said employee for the next succeeding school year within five (5) days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than August 1.

ARTICLE XII

Deduction From Salary

A. Dues

The Board agrees to deduct from the salaries of its assistants dues for the Newton Teachers' Assistants Association, the Sussex County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct.

B. Saving Deduction

Assistants may elect to have part of their monthly salary deducted and deposited in one or all of the plans offered by the Board.

ARTICLE XIII

Employee Rights and Privileges

A. Pursuant to Chapter 123, Public Laws 1975, the board hereby agrees that every teachers' assistant 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 law 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 to any rights conferred by Chapter 123, Public Laws of 1975 or any other laws 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 his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. Nothing herein shall be construed to deny or restrict to any such employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined, reprimanded, reduced in rank, or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure.

D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the salary or increments of the employee, or the continuation of that employee in his/her position or of the employee's employment, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during the meeting.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or identification shall be reasonable in size and not interfere with the employee's work.

F. All employees will be provided with a job description.

ARTICLE XIV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any assistant or group of assistants is held invalid by operation of law or by an administrative agency, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

MISCELLANEOUS PROVISIONS

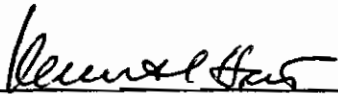
A. Copies of this Agreement shall be printed at the expense of the Board and Association. Such cost shall be proportionate according to the number of copies requested by each party. All assistants now employed, hereafter employed, or considered for employment by the Board shall be given a copy of said Agreement.

B. This Agreement shall remain in effect from July 1, 1990 to June 30, 1991.

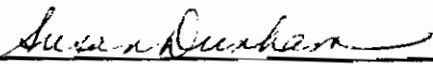
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 1990.

Attest:

The Board of Education of the
Town of Newton



Kenneth Hart, Secretary

By: 

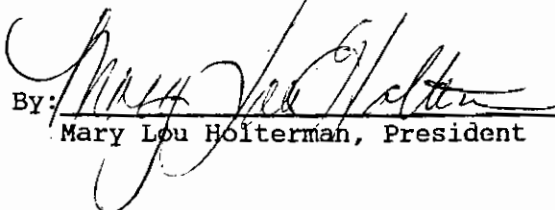
Susan Dunham, President

Attest:

The Newton Teachers' Assistants
Association



Sandra Thorpe, Secretary

By: 

Mary Lou Holterman, President

NEWTON BOARD OF EDUCATION
Newton, New Jersey

SCHEDULE A

NEWTON INSTRUCTIONAL AND TECHNICAL AIDES

SALARY AND HIRING GUIDE FOR 1990-1991

Effective July 1, 1990

Instructional Aide

0 - 5.75
1 - 6.15
2 - 6.50
3 - 6.75
4 - 7.00
5 - 7.25

Technical Aide

0 - 6.25
1 - 6.65
2 - 7.05
3 - 7.35
4 - 7.65
5 - 7.95

Instructional and Technical Aides with six (6) or more years of experience shall receive \$.90 more per hour.