

AGREEMENT

Between:

TEANECK BOARD OF EDUCATION

and

TEANECK AIDES ASSOCIATION

July 1, 1976 - August 31, 1979

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Grievance Procedure continued:

B. The term "grievance" and the procedure established for the processing of a grievance shall not be deemed applicable in the following instances:

1. In matters of initial salary guide and initial salary step determinations and assignments;
2. In matters of selection for promotion as it pertains to seniority;
3. In matters involving dismissal of probationary employees.

C. Procedure

1. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him/her at any step in his/her appeal. Whenever the employee appears with a representative, the Board or its representative shall have the right to designate a representative to participate at any step in the grievance procedure.
2. An employee shall not lose pay for time spent during his/her regular working hours at the following steps of the grievance procedure.
3. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

5. The time limits specified in Section D may be adjusted by mutual consent of the parties.

6. 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 until such grievance and any effect thereof shall have been fully determined.

7. Any grievance filed which has not been settled prior to the termination of this Agreement, together with all grievance procedures pertaining thereto, shall survive the termination of this Agreement.

D. Steps

1. An employee having a grievance shall present it to his/her immediate superior within fifteen (15) working days after the happening of the grievable event. An answer will be submitted within five (5) working days. Any grievance not presented within fifteen (15) days, shall be deemed abandoned, unless, the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:

(a) the nature of the grievance;

(b) the results of the discussion with the immediate superior;

(c) the basis of his/her dissatisfaction with the determination; signed by the employee and presented to the Director of Elementary or Secondary Education (depending upon the employee's assignment), with a copy to the immediate superior within (5) working days. An answer in writing will be submitted within five (5) working days, after a hearing involving all parties.

3. If the employee is dissatisfied with the answer or in the event no answer is received within five (5) working days the employee may appeal, in writing, within five (5) working days thereafter, to the Superintendent of Schools with copies to the Director and the immediate superior. An answer will be submitted within five (5) working days after a hearing involving all parties.

4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within five (5) working days thereafter, to the Board of Education, with copies to the Superintendent of Schools, Director and immediate superior. An answer will be submitted within twenty (20) calendar days after a hearing involving the parties.

5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days, the employee will have the right to appeal within five (5) working days as follows:

(a) In grievance matters clearly covered under N. J. Statutes 18A, or interpretations or adjudications thereof, the appeal must be made to the New Jersey Commissioner of Education.

(b) In grievance matters not covered under (a) preceding, the appeal shall be in the form of a request for advisory arbitration pursuant to the rules and regulations established by the American Arbitration Association.

(1) The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him.

(2) In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.

(c) The cost for the services of the arbitrator shall be borne by the parties equally. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

6. In the event of an order, ruling, determination by a party other than the immediate superior, any grievance would start with the person making such order, ruling or determination, to wit:

- (a) Director of Elementary or Secondary Education;
- (b) Superintendent of Schools;
- (c) Board of Education.

ARTICLE III

MANAGEMENT RIGHTS

The Board reserves to itself all of the powers, rights, duties, authorities and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, subject to the terms of this Agreement.

ARTICLE IV

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. The Association, as majority representative, shall have the right to represent all personnel regularly employed by the Board of Education as Aides.

The right of representation shall include:

- 1. The right to act for and to negotiate agreements covering all employees employed as Aides.



2. The right to assist or represent Aides in the processing of grievance under the terms and conditions of Article II of this Contract.

3. The right to process grievances on behalf of the Association under the terms and conditions of Article II of this Contract.

B. The Association shall have the right, in response to reasonable requests from time to time, to receive available public information concerning the school district.

C. Whenever, any representative of the Association, or any Aide is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay or loss of personal days.

D. The Association shall have the right to use the school buildings at reasonable times during non-school hours for membership meetings. No meeting shall be held without prior approval of the Superintendent of Schools or his designee, who shall be given written notice in advance indicating the time and place of the meeting. The Association shall assume the cost for custodial or other school personnel who are required to remain longer due to the use of school facilities by the Association.

E. The Association, with the approval of the Superintendent of Schools or his designee, shall have the right to use school equipment.

on site, at reasonable times, when such equipment is not in use. The Association shall provide, at its own expense, all materials and supplies incidental to such equipment use. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

F. The Association, with the approval of the Superintendent of Schools or his designee, shall have the right to distribute, through the inter-school mail facilities, a reasonable amount of material dealing with the proper and legitimate business of the Association.

G. The Association shall render every assistance to the Board of Education and administration in implementing the terms and conditions of this contract and discharging the obligations contained herein.

H. The Association shall be responsible for acquainting its members with the provisions of this Agreement.

I. It is the responsibility of the Association, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations subject to the understanding that the grievance procedure shall be available under the terms specified in Article II hereof.

#### ARTICLE V

#### ASSOCIATION PAYROLL DUES DEDUCTION

A. The Board of Education agrees to deduct from the salaries of its employees dues for the Teaneck Aides Association, the New Jersey

Education Association, or the National Education Association, or any one or any combination of such Associations as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.

B. 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 Teaneck Aides Association, by the fifteenth (15) 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.

C. The Association shall provide the necessary "check-off authorization" form and deliver the signed forms to the School Business Administrator/Board Secretary. The Association shall indemnify, defend and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon salary deduction and authorization cards submitted by the Association to the Board of Education.

#### ARTICLE VI

#### EMPLOYEE RIGHTS AND PRIVILEGES

A. Neither the Board nor the Association shall discriminate, interfere with, restrain, or coerce any employee covered under this

Agreement because of their membership or non-membership in the Association, or because of any lawful activities by such employees on behalf of the Association, or because of a refusal by an employee to participate in any such activities.

B. An employee shall be entitled to two (2) working days written notice of any meeting with the Superintendent of Schools, the Board of Education, or a member of the Board of Education, which could effect the employee's employment.

#### ARTICLE VII

##### PROBATION

A. All employees shall be considered as probationary employees during their first calendar year under contract. Upon successful completion of his/her probationary period, at the beginning of the second year the probationary employee becomes a regular employee.

B. Probationary employees may be terminated at any time for any reason whatever at the sole discretion of the Board, without being automatically entitled to any severance pay. They shall not be entitled to utilize the provisions of the grievance procedure in matters regarding termination. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

ARTICLE VIII

SENIORITY

A. The abolishment of any Aide position(s) will be done by appropriate action of the Board of Education and the Association will be notified of such action within thirty (30) days.

B. A reduction in the number of Aide personnel will be in reverse order of employment based on employment date; i.e., the last person employed will be the first to be laid off.

C. The date of employment shall be the contract date that the employee began his/her current employment as an Aide.

D. The Board of Education shall have the sole prerogative of assigning and reassigning Aide personnel in order to facilitate a reduction in staff.

E. Vacant positions shall first be offered to regularly employed personnel before being offered to persons on a seniority list.

F. If, within one (1) calendar year from the date of lay-off, there occurs a vacancy in an Aide position(s), either as the result of resignations or an authorized increase in the number of Aide positions, said position(s) shall be offered to personnel who have been laid off according to the following conditions.

1. Two seniority lists shall be established and periodically updated; one list for full-time personnel and one list for part-time personnel.

2. Probationary personnel who are laid off shall not be eligible for a seniority list.

3. An individual must receive a satisfactory evaluation at the time of layoff in order to be placed on a seniority list.

4. A job offering will be made to the person on the appropriate list with the greatest seniority.

5. In the event of refusal to accept the job offer, or more than one position is to be filled, offering will continue to be made on the basis of greatest to least seniority until the position (s) is filled or the list exhausted.

6. If a person refuses to accept a position offered, they will be deleted from the seniority list. They may request reinstatement to the list subject to the approval of the Board.

7. In the event more than one position is open at the time of offering, the person with greatest seniority will have the choice of positions.

#### ARTICLE IX

##### NOTIFICATION OF STATUS

A. On or before April 30th of each school year, the Board shall notify each Aide employed on or before the preceding September 1st, in writing, that the Aide will be:

1. Employed for the subsequent school year, OR,
2. Not employed.

B. Such notification shall be done, subject to the following conditions:

1. That the Association and the Board have negotiated, approved, and ratified a contract for the subsequent school year; not later than March 1st, or are in the midst of such negotiations on March 1st;

2. That such notification shall not restrict the Board's right to subsequently establish or abolish positions, assign or re-assign personnel, subject to the terms of this contract, and to so notify the affected Aides within a reasonable time after taking such action.

#### ARTICLE X

##### EVALUATION PROCEDURE

A. Observations of the work performance of Aides shall be conducted periodically at the discretion of the administration. Such observations shall be conducted openly.

B. Written evaluations shall be prepared by the Principal for each Aide not later than April 1st of each school year. Prior to preparing the written evaluation, the Principal shall, in applicable situations, confer with the teacher with whom the Aide is working regarding the work performance of the Aide. Each Aide shall receive a copy of his/her written evaluation.

C. An Aide may request and shall be granted a conference with his/her Principal to discuss the evaluation. Such a conference shall be granted within ten (10) working days.

D. The Aide is required to sign his/her evaluation form at the time he/she receives his/her copy. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

E. An Aide may make a written response to his/her evaluation or any part thereof. Such response must be made written ten (10) working days after he/she has received his/her copy of the evaluation. A copy of the response shall be attached to each copy of the evaluation.

F. Evaluations shall become part of the permanent personnel file of each employee.

G. Evaluations shall be done for probationary employees prior to the conclusion of their probation period. This is in addition to any other evaluations. This evaluation shall be a part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.

H. The evaluations shall be a part of the basis upon which a determination shall be made regarding the Aide's annual salary increment and/or adjustment.

I. Criteria and forms used in the evaluation shall be prepared by the Superintendent of Schools or designee. Said criteria and forms shall be discussed with designated representatives of the Aides Association prior to their use in the evaluation of Aides.



ARTICLE XI

JOB OPENINGS, TRANSFERS AND PROMOTIONS

A. Employees will be notified and may apply for all job openings, transfers and promotions involving positions for Aides.

1. Employees and the Association will be notified through the posting of a notice on the school bulletin boards.

2. Interested employees must notify the specified individual within three (3) working days after the posting of the notice.

B. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants.

C. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration may be given to the applicant with employment seniority.

D. The parties recognize that the ultimate responsibility of making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel, as determined in the Board's best judgment.

E. The administration shall have the right to assign any Personnel to fill any position or perform any work task on a temporary basis. A temporary basis is defined as not exceeding forty-five (45) working days in duration.

ARTICLE XII

WORK YEAR AND HOURS

A. The work year of Aides shall coincide with the teacher work year as contained in the school calendars adopted by the Board of Education for the term of this Agreement.

B. The work week of full-time Aides shall be thirty-five (35) hours with a daily lunch period equal to that of teachers in the building to which the Aide is assigned.

C. The work week of part-time Aides shall be that established by the Board for the part-time position.

D. Aides when required, shall participate in faculty meetings or other meetings or assignments during the regular school hours. Part-time Aides, if required to remain beyond regular work hours, shall be paid at their regular hourly wage pro-rata.

E. Aides will receive overtime pay at one and one-half times their normal hourly rate when required to work in excess of the 35 hour work week.

F. No overtime work may be performed or compensated for unless authorized and approved by the administrator in charge.

ARTICLE XIII

SALARY REGULATIONS

A. Salary rate will be determined at the time of employment in accordance with the salary guide contained herein and marked "Schedule A".

B. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

C. The Superintendent of Schools shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

D. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding.

E. The withholding of an increment and/or adjustment shall be subject to the Grievance Procedure.

F. Employment and re-employment of Aides shall be on the basis of one (1) year or less.

#### ARTICLE XIV

##### MEDICAL INSURANCE

A. The Board will provide hospital, surgical and Major Medical coverage in accordance with the terms and conditions of offering and providing such coverage as may be determined by the Board's designated insurance carriers, for employees requesting such coverage, at no cost to the employee. For those employees electing to secure coverage for their dependents, in accordance with the terms and conditions for providing such coverage as may be determined by the Board's designated insurance carriers, the Board will pay for the cost of such coverage, at no cost to the employee.

B. The employee acknowledges that he/she is obligated to inform the Board within thirty (30) days whenever any change occurs in his/her, or his/her dependents' status as it relates to this coverage. Failure to so inform the Board may result in Board refusal to continue any coverage for the employee.

C. Nothing in this Article shall limit the right of the Board to change designated insurance carriers, provided the coverage shall be substantially the same.

#### ARTICLE XV

This Agreement shall be printed in a manner and form mutually agreeable. The costs of such printing shall be shared equally by the Board and the Association.

#### ARTICLE XVI

##### FULLY BARGAINED PROVISIONS

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. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

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 1976, in a good faith effort to reach agreement on all matters concerned with terms and conditions of an Aides' employment. A request for such negotiations to begin shall be initiated in writing by either party, no sooner than September 1 nor later than October 1 of the year preceding the year in which this Agreement expires. Negotiations shall commence within three (3) weeks after the initial request has been made. Upon approval and adoption by the Board and of ratification by the members of the Association, the Agreement shall be signed by the duly authorized representatives of the respective parties.

B. Neither party in any negotiation shall have any control over the selection over the negotiating representatives of the other party.

C. The Board agrees to make available to the Teaneck Aides Association, upon reasonable request, all public data and information.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application thereof to any employee or group of employees, is held invalid by operation of any Presidential or Gubernatorial executive orders, law, or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative according to law. All other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1976, and continue in full force and effect through August 31, 1979. Negotiations on a successor contract, if desired by either party, shall commence in accordance with Article XVII. Either party, however, may request a re-opening on Schedule B only, by notifying the other party no sooner than September 1, 1977, nor later than October 1, 1977.

TEANECK AIDES ASSOCIATION  
President:

*Joella V. Harren*  
Secretary:

*Annabel M. Wassner*  
Date:

*January 6, 1977*

TEANECK BOARD OF EDUCATION  
President:

*Ann Mersereau*  
Secretary:

*J. P. [Signature]*  
Date:

*Jan 18, 1977*

SCHEDULE A

<u>SALARY</u>	<u>GUIDE</u>
1976	1977

Noon Hour Aides (1½ hours daily)	Step 1	\$1,020
	" 2	1,055
	" 3	1,100
Primary Aides, Asst. to the Librarian & Elementary A.V. Aide (Full Time)	Step 1	4,900
	" 2	5,100
	" 3	5,310
School Aides, Library Aide, Office Aide (Full Time)	Step 1	3,950
	" 2	4,075
	" 3	4,210
Special Class Aides (6 Hours Daily)	Step 1	3,375
	" 2	3,500
	" 3	3,625
Bus Aides (1½ Hours Daily)	Step 1	705
	" 2	728
	" 3	752

Effective September 1, 1976

SCHEDULE B

<u>SALARY</u>	<u>GUIDE</u>
1977	1978

Noon Hour Aides (1½ hours daily)	Step 1	\$1,065
	" 2	1,100
	" 3	1,150
Primary Aides, Asst. to the Librarian & Elementary A.V. Aide (Full Time)	Step 1	5,150
	" 2	5,350
	" 3	5,570
School Aides, Library Aide, Office Aide (Full Time)	Step 1	4,130
	" 2	4,275
	" 3	4,400
Special Class Aides (6 hours daily)	Step 1	3,500
	" 2	3,625
	" 3	3,750
Bus Aides (1½ hours daily)	Step 1	738
	" 2	763
	" 3	786

Effective September 1, 1977