

AGREEMENT BETWEEN
THE FRANKLIN BOARD OF EDUCATION
AND
THE FRANKLIN AIDES ASSOCIATION
JULY 1, 2005 - JUNE 30, 2006

PREAMBLE

This agreement is negotiated in order to establish for the specified period the terms and conditions of employment of all members of the staff employed in the classification set forth in ARTICLE I.

**ARTICLE I
RECOGNITION**

The Board hereby recognizes the Franklin Education Association/New Jersey Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all regularly employed full and part-time aides employed by the Board.

**ARTICLE II
NEGOTIATIONS OF SUCCESSOR AGREEMENT**

- A. The parties agree to commence negotiations for a successor agreement in accordance with PERC law.
- B. **MODIFICATION**
- This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III
GRIEVANCE PROCEDURES**

- A. Definition
- B. A "grievance" is a claim by an aide based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of his/her employment.
- To be considered under this procedure, a grievance must be initiated by the grievant within twenty (20) school days of its occurrence.
- C. **Purpose**
- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting aides. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. **Procedure**
1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved aide 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.

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2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement in writing.
3. It is understood that the aggrieved aide 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.
4. Level One - Any aide who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve this matter informally at that level.
5. Level Two - If as a result of the discussion, the matter is not resolved to the satisfaction of the aide within five (5) school days, he/she shall set forth his/her grievance in writing to the principal of his/her school within five (5) school days specifying:
 - (a) the nature of the grievance and the provision or provisions of the Agreement alleged to be violated;
 - (b) the nature and extent of the alleged loss, injury or detriment;
 - (c) the results of previous discussions; and,
 - (d) his/her dissatisfaction with decisions previously rendered and the relief and/or adjustment sought.

The principal shall communicate his/her decision to the aide in writing within ten (10) school days of receipt of the written grievance.

6. Level Three - The aide, no later than five (5) school days after receipt of the decision in Level Two, may appeal in writing the decision to the Superintendent of Schools who shall communicate his/her decision in writing to the aide within ten (10) school days.
7. Level Four - If the grievance is not resolved, the aide may, within five (5) school days appeal his/her grievance in writing to the Board through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board.

The Board, or a committee, thereof, shall review the grievance and shall hold a hearing with the aide, if requested.

The Board shall render a decision in writing within thirty (30) school days of receipt of the written grievance.

8. If the decision of the Board does not resolve the grievance to the grievant's satisfaction and the Association wishes review by a third party, it shall so notify the Board in writing within ten (10) school days of receipt of the Board's decision. Grievances concerning (a) a complaint of an aide which arises by reason of him/her not being re-employed; (b) a complaint by an aide occasioned by the withholding of a salary increase or increment; (c) any matter which according to law is either beyond the scope of the Board authority or limited to action by the Board alone; and (d) any matter for which a method of review is prescribed by law or any rule or regulation of the Department of Education shall not be subject to arbitration.

9. Within ten (10) school days after receipt of the request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made jointly to PERC. The parties shall then be bound by the rules or procedures of PERC in the selection of an arbitrator.
10. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory only. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

E. Miscellaneous

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association. (See N.J.S.A. 18A:25-7).
2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

The Board agrees to make available to the Association upon request:

1. Information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information. Names and addresses of new personnel shall be made available to the Association for the purpose of mailing, informing, and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate compensation for the purpose of proposal calculation only.
2. Whenever any member-representative of the Association is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
3. Representatives of the Association shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations set by the Franklin Board. Notification of said intended use shall be submitted to the Superintendent at least one week prior thereto (except in cases of an Association-declared emergency), whereupon the permission for said use shall not be unreasonably withheld.
4. Office equipment sufficient to facilitate the clerical functions of the Association may be provided by the Board upon request and at such times set by the Administration but in no event during school hours.

ARTICLE V
SCHOOL CALENDAR/WORK SCHEDULE

- A. Full time aides shall work a seven (7) hour work day inclusive of a lunch period that will follow the language in the teachers' contract. The normal work day shall commence at 7:45 a.m. and end at 2:45 p.m.; however, no more than 1/3 or less than 2 of the full-time aides will begin their day at 7:30 a.m. and end at 2:30 p.m., and no more than 1/3 or less than 2 of the full-time aides will begin their

day at 8:00 a.m. and end at 3:00 p.m. Aides may volunteer for the 7:30 a.m. or 8:00 a.m. start time, however, if no qualified aide volunteers, the Board may assign an aide to the 7:30 a.m. or 8:00 a.m. start time. An aide will not be assigned the 7:30 a.m. or 8:00 a.m. start time for two consecutive years, unless the aide requests it, or otherwise does not object. The majority of the full-time aides shall commence at 7:45 a.m. and end at 2:45 p.m. (Note: Aides having 7:30 a.m. or 2:45 p.m. outside duties will follow the Fact Finder's recommendations of 10/12/00 as listed below.)

1. The aides may be scheduled a.m. and/or p.m. assignments outside of the school building.
 2. The Board will continue to provide the aides with handheld communicators for their use as the need arises.
 3. A certificated Board employee shall be the individual in charge of and be responsible for any problems/incidents that occur during the 7:30 a.m. to 7:45 a.m. and 2:45 p.m. to 3:00 p.m. time frames.
 4. If the aides need assistance for any reason, a certificated Board employee shall offer that assistance and if necessary be outside the building with the aide.
 5. In the event a student is injured and/or is counseled by an aide, and that aide is acting in accordance with his/her assignment, he/she shall be held harmless from any legal issues that may arise.
 6. The Board shall provide the aides legal counsel and assistance in accordance with N.J.S.A. 18A, and any other statutes that may apply.
 7. The implementation of the a.m. and p.m. duty assignments shall be with the use of volunteers. In the absence of volunteers the Superintendent of Schools shall assign the aides to those duties.
- B. All part-time aides will be assigned no more than 19 hours 59 minutes per week and will not be entitled to medical benefits.
- C. Performance responsibilities shall be set by the Board via job description and/or Board Policy.
- D. Aides are required to work the same calendar year as teachers.
- E. On days when school is closed due to inclement weather, aides will not be required to report to work.
- F. On days when there are delayed openings, aides who are assigned to the 7:30 a.m. start time shall report 15 minutes prior to the students.
- G. On days worked during the summer and other recess, the aides will receive an hourly rate of \$12.00.

ARTICLE VI **ABSENCES**

A. **Absence for personal illness**

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

2. All full-time aides shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Part-time aides shall be entitled to prorated sick leave of which unused days will accumulate.
3. In cases of illness extending beyond the aide's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.
4. Aides may be required to verify sick leave usage pursuant to law.
5. When an aide is ill and/or otherwise unable to report to work, he/she will call the sub service on days when school is in session.
6. Upon retirement, the aides shall be paid the sum of \$30 per day for each unused sick leave day accumulated to the time of retirement. Retirement shall mean aides having filed the necessary papers to effect same with the PERS.

B. Absence due to a death in the aide's immediate family or household

1. Absence due to a death in the aide's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days within a 14 calendar day period contiguous to the death in each case.
2. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother or grandchild.

C. Absence due to a death of non-immediate members of the family

1. Absence due to a death in the aide's non-immediate family shall be allowed up to three (3) days within a 14 calendar day period contiguous to the death as follows:
 - two days of full pay shall be allowed in the event of the death of a grandparent; and
 - one day with pay shall be allowed in the event of the death of other non-immediate members of the family.

If an outside substitute is called for the remaining day(s), substitute's pay will be deducted from the aide's salary (e.g. deduct one day for grandparent and two days for other non-immediate family).

D. Personal leave

1. Three (3) days leave will be granted without loss of pay for legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the principal one week prior to the days requested.
2. If any of the three (3) personal days are not utilized in a given year, they will accrue to the employee's sick leave.
3. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with aide's pay less substitute's pay upon the approval of the Superintendent.

E. Court Order

1. Absence from school for reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If an aide is party to a suit, absence from school in that connection shall be without pay, unless the Board, at its discretion, shall determine otherwise.
2. **Jury Duty** - Any aide serving on jury duty will receive full pay. Any money received from jury duty service will be remitted to the school.

F. Family Illness

1. Absence due to the serious illness of a member of the aide's immediate's family, rendering the necessary presence of the aide at home, shall be allowed for a period of two (2) days with pay.

G. Maternity Leave

1. Maternity leaves of absence will be paid pursuant to applicable provisions of the New Jersey Family Leave Act and Federal Family and Medical Leave Act.

H. Professional Days

1. Aides shall be entitled to a maximum of three (3) professional days with the Superintendent's prior approval for training related to his/her current position and shall be reimbursed for all associated fees.
2. Aides shall be included in the district professional in-service days with the Superintendent's prior approval that relate to their job descriptions.
3. The Board agrees to reimburse each aide up to \$100.00 to meet the Highly Qualified standards set by the state. Aides may choose any of one of the four (4) options provided by state guidelines.

**ARTICLE VII
PAYDAYS**

1. When a payday falls on or during a school holiday, vacation, or weekend, aides shall receive their paychecks on the last previous working day. Aides will be offered the direct deposit option provided to teachers.

**ARTICLE VIII
INSURANCE PROTECTION**

- A. The full-time aides shall be entitled to the same Health Care coverage under the same conditions as provided to the teaching staff through the FEA contract, including any contributions the FEA has agreed to.

B. Dental Plan

1. The Association members who are full-time shall be entitled to the same benefit under the same conditions as set forth in the agreement between the FEA and the Board in regard to a Dental Plan.

**ARTICLE IX
MISCELLANEOUS**

A. **File**

An aide shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein once every year. An aide shall have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the materials are obsolete or otherwise inappropriate to retain, they shall be destroyed.

B. **Reduction in Force**

1. The Board retains the full authority to determine the size of its work force. Any decision to lay off aides shall be in the Board's complete discretion.
2. In the event the Board determines that a reduction in force is necessary, the Board shall consider such factors as seniority, qualifications, ability, job performance, disciplinary history, actual job experience and parent and/or student relationships.

If all such factors are equal, as determined by the Board, then the least senior aide shall be the first to be laid off.

3. Prior to making any layoffs, the Board agrees to meet with the Association for the purpose of discussing the details of the proposed layoff. It is understood, however, that the final decision as to which aide(s) will be laid off rests with the Board.
4. Laid off aides shall remain on a recall list for one year. Recall shall be in reverse order of layoff, provided the laid off aide has the qualifications, ability, and skills necessary to perform the available work, as determined by the Board.
5. The Board agrees that no aide will be laid off on less than 60 days notice, or pay in lieu thereof.

C. **Notice of Separation**

The aide shall give sixty (60) days notice to the Superintendent prior to leaving the position. In turn, the Board is obligated to give 60 days notice and/or pay to any aide it will release.

**ARTICLE X
EVALUATION**

All aides will be evaluated in written form at least once per year. The written evaluation will be reviewed with the aides by the supervisor who completed the evaluation. The aide will sign receipt of said evaluation and may write a rebuttal.

**ARTICLE XI
SEPARABILITY**

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not effect the remaining portions of this Agreement which shall remain in full force and effect.

ARTICLE XII
REPRESENTATION FEE

The Franklin Board of Education shall deduct from the pay of all nonmember employees in the unit a representation fee, in lieu of dues, for services rendered by the Franklin Education Association in accordance with C.34:13A-5.5.

The representation fee to be paid by nonmembers/fee payers will be determined by an impartial arbitrator in accordance with the law.

On or about the first of November of each year, the Board will submit to the association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

The Board will deduct from the salaries of the fee paying unit members the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board received said notice.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

SALARY GUIDE

	<u>2005-06</u> 3.75%
Diane Brown	\$23,225
Mary Ann Davidowsky	\$23,225
Nan DeVore	\$15,166
Sherrie Douglas, P/T	\$7,637
Amber Hoff	\$12,000
Eileen Kopec	\$18,694
Joanne Labance	\$23,225
Louann Litteral	\$12,000
Mary Payton	\$7,294
Sharon Searles	\$16,530
New Aide	\$12,000
New Part-Time Aide	<u>Salary guide placement of new full time aide/\$12,000</u> 6.5 hours per day x 183 days per year

Aides approved as a substitute teacher or substitute nurse shall receive a \$2,000 stipend, prorated on an annual basis in addition to their base pay (cited above).

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof, do ratify, acknowledge, and agree that this contract agreement shall constitute the Agreement between the Association and the Board until further modified in accordance with the provisions thereof.

DATE: 6/26/06

**FRANKLIN AIDES ASSOCIATION/NEW JERSEY EDUCATION ASSOCIATION/
NEW JERSEY EDUCATION ASSOCIATION**

by: Maura Lanza

by: Susan Ottogalli

by: _____

FRANKLIN BOARD OF EDUCATION

by: Mary Alonso
Mary Alonso, President

ATTEST:

William J. Sabo
William J. Sabo
Business Administrator/Board Secretary

