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AGREEMENT

between

NORTH HANOVER TOWNSHIP BOARD OF EDUCATION

and

NORTH HANOVER TOWNSHIP AIDES ASSOCIATION

X 1981 - 1982

LIBRARY
Institute of Management and
Labor Relations

OCT 12 1981

RUTGERS UNIVERSITY

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PREAMBLE

In compliance with and pursuant to the provisions of Chapter 123, Public Laws of 1974, State of New Jersey, this agreement is made and executed this day of 1981, between the Board of Education of North Hanover Township Burlington County, New Jersey, (hereinafter referred to as the "Board") and the North Hanover Township Educational Aides Association (hereinafter referred to as the "Association").

ARTICLE I
Recognition

A. Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the North Hanover Township Board of Education hereby recognizes the North Hanover Township Educational Aides Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:

Teacher Aides

B. Unless otherwise specified in the Agreement, the personnel included in this unit described above shall herein be referred to as employees.

ARTICLE II
Negotiation Procedure

A. In accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey, the parties agree to commence negotiations in accordance with the time frames dictated by the Public Employees Relations Commission.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

C. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals during the course of the negotiations. The Association understands that any agreement is tentative until ratified by a majority of the Board at a public meeting.

D. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this agreement as set forth in Article XIII neither party shall be required to negotiate with respect to any 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 executed this agreement except as required by statute.

E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.

F. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization than the Association.

ARTICLE III

Grievance Procedure

A grievance means a complaint by an employee(s) that she has been treated unfairly or inequitably because of any act, condition or omission, which affects her occupational status. Any employee has the right to appeal her case at each level of this procedure, assured that such appeal shall not be subject to criticism, undue publicity, or harassment because she utilizes this procedure for adjudication of any grievance.

If a grievant utilizing this procedure does not initiate her appeal within any of the following time limits, the issue shall be considered resolved.

If the following prescribed time factors are not adhered to by school authorities, then the grievant may process her grievance to the next level of appeal.

Since it is important that grievances be processed as rapidly as possible, 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 limits specified may, however, be extended by mutual agreement.

Level I - Any employee who has a grievance shall first discuss her contention with the principal of the building to which she is assigned (or with the supervisor to whom she normally reports if such be the case), and thereby attempt to resolve the issue informally. To be viable a grievance must be initiated within thirty (30) calendar days of the event, or when she could have reasonably known of the event.

If the issue is not resolved to the employee's satisfaction, she shall submit the matter in writing to the building principal within five (5) school days detailing the specifics of the issue, the results, if any, of her previous discussion, and attach any relevant supporting data to her letter. The building principal shall answer in writing to the grievant within five (5) school days of receiving the letter, advising the employee of his determination concerning the matter.

LEVEL II - If the employee filing the grievance is not satisfied with the principal's determination, she shall address a letter to the superintendent of schools within five (5) school days requesting a personal appointment concerning the matter and forward a copy of this letter to the principal who shall then forward the total correspondence to the superintendent for his review. The grievant shall be provided a meeting by the superintendent within five (5) school days after receipt of the grievant's letter. At this meeting the superintendent shall review the grievance and attempt to resolve the issue. He may also have present other personnel he believes helpful in supplying pertinent information for his deliberation. Within five (5) school days of this meeting the superintendent shall render a decision in writing to the grievant with copies of this letter to other pertinent parties of interest, such as the principal.

LEVEL III - If the grievant is not satisfied with the written determination of the superintendent, she may within five (5) school days of receipt submit a written appeal addressed to the Board of Education, attention of the Board Secretary, (with a copy to the superintendent who shall then forward the grievance file to the Board Secretary), requesting a review of the superintendent's determination. Such review will be held by the Board, or a committee of the Board with jurisdiction for this purpose, who shall conduct a hearing with the grievant within fifteen (15) school days of receipt of the grievant's letter requesting review.

The results of the board's review shall be communicated in writing to the grievant by the Board Secretary within ten (10) school days of the review, and the results of this review shall be considered final and binding for the matter under consideration unless the Association carries the grievance forward to binding arbitration and such arbitration is understood to be limited to the expressed and specific provisions of this Agreement.

Procedure

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, which is sooner, request in writing that his grievance be submitted to arbitration.

Within ten (10) schools days after such written notice of submission to arbitration, the Board and 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 commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from 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 presented to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties.

Acknowledging binding arbitration as the means of resolution for a dispute arising under this Agreement, there shall be no form of strike.

The cost for the services of the arbitrator, as agreed to by both parties shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

Rights to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an aide is not represented by the Association, the Association shall have the right upon the request of the aide to be present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of aides the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievances shall be commenced at Level Two. Such group or class grievance shall be signed by the aides making such allegation(s).
2. All decisions rendered at Levels 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.
3. 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.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the

Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. 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.

ARTICLE IV

Employee Rights

A. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning a disciplinary hearing which could adversely affect the continuation of that employee 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 hearing and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

B. Pursuant to Chapter 123 of the Public Laws of 1974, the Board and the Association hereby agree that every employee within the defined bargaining unit shall have the right to freely organize, join and support the Association for the purpose of collective negotiations with the Board, and the Board and Association will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board and Association further agree that neither will discriminate against any employee by reason of membership or participation in the activities of the Association, or the lack of such, or the processing of any grievance hereunder.

C. No employee shall be fired, suspended without pay, or deprived of any financial fringe benefit without just cause.

D. No employee shall be prevented from wearing pins or other reasonable identification or membership in the Association or its affiliates.

E. Both parties to this Agreement understand that employees without certification are not expected to function as teaching professionals within and to the extent expected of certification.

F. Teacher-Aides shall be notified of their contract and salary status for the ensuing year no later than April 30th of the school year except that such notification of salary status shall be dependent upon completion of salary negotiations for the next contract year.

ARTICLE V

Association Rights

A. The Board agrees to make available to the Association in response to reasonable requests at the time of negotiations, the annual financial report, directory of all personnel in unit, and other data in the public domain.

B. Whenever any employee in the bargaining unit is permitted or required by the Board to participate during working hours in

negotiations, grievance proceedings, conferences or meeting, she shall suffer no loss in pay.

C. The Association may have meetings in accordance with the Board's policy for building use.

D. The Association shall have the right to make reasonable use of the school mail boxes or inter-school facilities provided all material except meeting announcements are in sealed envelopes.

E. The Board agrees to deduct from the salary of the employees dues of the Association and its affiliates as authorized by the employee. Such deduction shall be made according to Chapter 223 NJ Public Laws of 1969 and rules of the State for such deduction.

ARTICLE VI

Leaves of Absence

A. Sick Leave - All ten month employees shall be entitled to ten days of paid sick leave in each work year.

B. Emergency Absence - All employees shall be entitled up to five days off with full pay in the event of death in the family per Board Policy.

C. Personal Absence - All employees in the bargaining unit, shall be entitled up to three days of paid leave to conduct personal business per Board Policy. Such days shall not be cumulative.

D. Accrued Leave Statement - All employees will receive a written statement of accrued sick leave once per year.

E. Unpaid Leave of Absence for Family Illness - Each aide who requires an extended leave of absence without pay because of serious illness in the immediate family (defined herein as immediate kin, the same household) shall make such request to the Board through the Superintendent and such leave shall not be capriciously denied. Each request shall be accompanied with certification by a physician of the need for such leave. Leave shall be for one full year, or the balance of a work year if such be the case. Normally each request must be made at least sixty (60) days prior to commencement (in case of a bona fide emergency, the sixty (60) days notice of requirement may be waived), and application for return must be made in writing at least sixty (60) days prior to the start of the subsequent work year. Reapplication for such leave must also be made at least sixty (60) days prior to the beginning of the next work year. Return from leave shall not be credited as active service for pay or benefits (but shall be entitled to applicable current benefits), and failure to comply with the time requirements stated above shall be understood as resignation by the employee.

ARTICLE VII

Termination of Employment

The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least thirty (30) calendar days. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or a hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination if requested in writing within five (5) school days. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity for an informal hearing, if requested in writing within another five (5) school days, to a terminated employee. Nothing contained herein shall be construed as an attempt to alter in any way, nor to add to, the requirements of law concerning the termination of the employment of tenure employees, nor does this preclude layoff by the school district of any employee.

Reduction In Force

If a teacher aide is to be reduced in force because of economic circumstances, then such shall be done by seniority and she shall be placed in a recall pool for one (1) year's duration. The above, however, is not to be applicable for any teacher aide who is not offered subsequent appointment prior to her fourth year of consecutive employment, nor will this apply to any teacher aide whose individual contract is cancelled by notice of either party in accordance with such contract's time provisions.

ARTICLE VIII

Salaries

A. The salary of each employee in the bargaining unit shall be computed in accordance with Schedule A which is annexed hereto and incorporated as a part hereof.

ARTICLE IX

Health Insurance

- A. As of the beginning of the 1980-81 school year, the Board shall provide health-care protection.
- B. The health insurance carrier(s) shall be the Hospital Service Plan of N.J. (Blue Cross) and the Medical-Surgical Plan of N.J. (Blue Shield) for the basic hospitalization and medical-surgical coverage with Rider J and Major-Medical coverage or the equivalent in accordance with the Board's Master Plan.
- C. The insurance carrier(s) shall be requested to prove to each employee a description of the health care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above.
- D. Liability coverage shall be in accordance with and to the extent required by law.
- E. Effective July 1, 1980, the Board of Education shall pay for each teacher-aide eligible and choosing to enroll the full single or the full family prescription plan (commonly referred to as One Dollar (\$1.00) co-pay).

ARTICLE X

Voluntary Transfers

- A. In the event that a vacancy occurs in any similar unit position, the superintendent shall, within a reasonable time thereafter post notice of the vacancy on the bulletin board in the central office and in each school.
- B. Any employee in the unit who desires to transfer to another building may file a written statement of request to do so with the superintendent, including the position and location to which transfer is desired.
- C. In the review of requests for voluntary transfer, the Board shall consider the wishes of the individual employee but shall retain the right to dispose of any requests in accordance with the best interest of the school system.

ARTICLE XI

Involuntary Transfer

- A. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.
- B. When an involuntary transfer or reassignment is necessary, consideration shall be given, among other things, to an employee's area of competence, length of service in a particular location, and all other relevant factors in determining which employee is to be transferred.

- C. In the event that an employee objects to the transfer or reassignment upon the request of the employee, the superintendent or his designee shall meet with her. The employee may, at her option, have an Association representative present at such meeting.
- D. An employee being involuntarily transferred or reassigned shall be so transferred or reassigned only to an equivalent salary position.
- E. Ultimate right regarding involuntary transfer resides with the Board.

ARTICLE XII

Administration of Contract

- A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.
- B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement either party shall do so by telegram or certified mail letter at the following address:
1. If by the Association to the Board at School # 1.
 2. If by the Board to the Association President, North Hanover Township Aides Association
- D. The Board and the Association agree that there shall be no discrimination in the hiring, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, color, creed, religion, national origin, sex, city or town of residence or marital status.
- E. This agreement incorporates the total understanding of the Board and Association.
- F. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and a copy given to each employee.

ARTICLE XIII

Hours of Work

- A. The normal work day for teacher aides in the district shall be seven (7) hours including lunch but excluding professional or faculty meetings and excepting an emergency.

B. Reasonable hours encompassing the work day will be established by the School District for all aides.

ARTICLE XIV

Term and Duration

A. This agreement shall be effective as of September 1, 1981, subject to the rights of the parties to negotiate a successor agreement as provided in Article II.

B. This Agreement shall not be extended orally and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1982.

C. In Witness Whereof the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President and Secretary and its corporate seal to be placed hereon all on the day and year first above written in the Preamble.

Sept 8, 1981

(Date of Signing)

NORTH HANOVER TOWNSHIP AIDES ASSOCIATION

BY Mary Ann Peterson
(Its President)

BY Julia J. Hawkes
(Its Secretary)

NORTH HANOVER TOWNSHIP BOARD OF EDUCATION

BY Joseph R. Kozma
(Its President)

BY Joseph E. McWade
(Its Secretary)

SCHEDULE A
Salary Guide 1981 - 1982

Step 1 - 4400
2 - 4650
3 - 4900
4 - 5200
5 - 5450
6 - 5700

All teacher aides who have earned thirty or more credits toward certification as a teacher aide will receive \$ 50.00 above the appropriate step on the salary guide.

All teacher aides who have earned teacher aide certification (minimum 60 college credits) will receive \$100.00 above the appropriate step on the salary guide.