

AGREEMENT

between the

**SOUTH PLAINFIELD
BOARD OF EDUCATION**

and the

**SOUTH PLAINFIELD
EDUCATION ASSOCIATION, INC.
AIDES UNIT**

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July 1, 2003 through June 30, 2006

SOUTH PLAINFIELD BOARD OF EDUCATION

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Ms. Susan Peck, Vice President
Mr. Steven Bohn
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Mrs. Dawn Jefferys
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Mr. Ken LaFreniere
Mr. Pio Pennisi

ADMINISTRATIVE STAFF

Dr. Robert J. Rosado, Superintendent
Dr. Mario C. Barbieri, Assistant Superintendent
Dr. Edward F. Izbicki, Sr., Business Administrator/Board Secretary

Telephone: 908-754-4620

SOUTH PLAINFIELD EDUCATION ASSOCIATION

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Ms. Diana Joffe, Vice President Teachers
Ms. Elizabeth McHenry, Vice President Secretaries
Ms. Linda Elster, Vice President Aides
Ms. Rosemary Fiorello, Corresponding Secretary
Ms. Marilyn Winston, Recording Secretary
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Ms. Paula Dick
Ms. Virginia Bruno
Ms. Diana Joffe

PREAMBLE

THIS AGREEMENT, entered into this 6th day of August 2003 by and between the Board of Education of the Borough of South Plainfield, New Jersey, hereinafter called the "Board," and the South Plainfield Education Association, Incorporated, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. Unit:

Pursuant to Chapter 103, Laws of 1968 as amended, of the State of New Jersey, known as the "New Jersey Public Employer-Employee Relations Act", the Board hereby recognizes the Association as an exclusive representative for the purpose of collective negotiations for all aides under contract to the Board, including:

- A. Duty Aides
- B. Teacher Aides
- C. Media Center Aides
- D. Language Lab Aides
- E. Science Lab Aides
- F. Bus Aides
- G. Instructional Support Aides
- H. All other Aides

but excluding: Substitute or Casual Employees and all other employees.

B. New Classroom Aide Classification

The parties agree to create an additional new aide classification during the 2000/01 school year, which will be Instructional Support Aide. A separate job description shall be developed and approved by the Board of Education and the County Superintendent of Schools. Instructional Support Aides and Science Lab Aides shall be paid an additional \$.20 per hour premium above salary guide wage rates, to be funded by the Board in each year of the collective bargaining agreement. Seniority shall accrue separately for this classification, except that currently employed aides who may be appointed to the new classification will be credited with their prior years of service as an aide for seniority.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date:

In accordance with N.J.S. 34:13A-1, et seq., the Board and the Association agree to begin negotiations over a successor Agreement as per guidelines established by PERC.

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.

C. Binding Arbitration:

Unless specifically agreed to in writing to the contrary, no issue in negotiations over a successor Agreement shall be submitted to binding arbitration.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions. "Grievances" shall mean a claim by an employee covered by the collective bargaining agreement that there has been:

1. A misinterpretation, a misapplication or violation of Board policy.
2. A violation of this Agreement, or
3. An administrative decision adversely affecting the employee or employees covered by this Agreement. A grievance must be initiated by the employee within thirty (30) calendar days of its occurrence, in order to be considered.
4. A grievance that occurs between June 15 and September 1 will be considered timely, if filed by September 15.

B. General Procedures:

1. Failure at any level of this procedure to communicate the decision reached on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level.
2. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision at that level. An appeal that occurs between June 15 and September 1 will be considered timely, if filed by September 15.

3. It is understood that employees shall, during and notwithstanding 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. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
5. It is agreed by both parties that these proceedings shall be kept informal and confidential as may be appropriate at any level.
6. An employee with a grievance shall first process said grievance through the Association. If the Association deems the grievance to be meritorious, it as the representative of the employee, shall process said grievance as outlined below.

C. Levels:

Level 1. Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor or department head, if applicable, in an attempt to resolve the matter informally at that level.

Level 2. If as a result of this discussion, the matter is not resolved to the satisfaction of the employee within fourteen (14) calendar days, they may set forth their grievance in writing to their principal on the grievance forms provided (See Schedule B). The principal shall communicate his/her decision to the employee in writing within seven (7) calendar days of receipt of the written grievance.

Level 3. The employee, no later than seven (7) calendar days after receipt of the principal's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing stating the grievance to the principal and the employee's dissatisfaction with the decision previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty-one (21) calendar days. The Superintendent of Schools shall communicate his/her decision in writing to the employee and the principal. (See Schedule B)

Level 4. If the grievance is not resolved to the employee's satisfaction, he/she may no later than seven (7) calendar days after receipt of the decision of the Superintendent of Schools, request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within seven (7) calendar days to the Board. The Board shall review the grievance and shall, at the

option of the Board, hold a hearing with the employee and render a written decision in any case within thirty (30) calendar days of receipt of said grievance by the Board or within twenty (20) calendar days of the date of hearing with the employee, whichever comes later. (See Schedule B)

Level 5. If the employee is dissatisfied with the decision of the Board, if the grievance pertains to a matter of previous formal agreement between the Board and the Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent of Schools no later than fourteen (14) calendar days after the written decision of the Board is made known. The employee, in order to process their grievance for Level 4, must have his/her request for such an action accompanied by the written recommendation of the Association.

A. Limitations As To Grievances:

No claim by an employee shall constitute a grievable matter beyond Level 4, or be processed beyond Level 4, unless its resolution requires a determination as to the meaning or application of this Agreement. In addition, no claim by an employee shall constitute a grievable matter beyond Level 4 or be processed beyond Level 4 if it pertains to:

1. Any matter for which a review by Arbitration is prohibited by law.
2. Any matter for which a procedure for review is mandated by law.
3. Any rule or regulation dealing with the internal matters of the South Plainfield Board of Education or the State Commissioner of Education.
4. Any act beyond the Board's legal authority to act.
5. Unless otherwise set forth in this Agreement as a contractual right of a non-tenure employee, a complaint of a non-tenure employee which arises by reason of his/her not being re-employed.
6. Unless otherwise set forth in this Agreement as a contractual right of an employee, a complaint occasioned by an appointment to or lack of retention in any position in which tenure is either not possible or not required.

D. Procedure for Securing the Services of an Arbitrator:

1. Initial Request. A request will be made to PERC (Public Employment Relations Commission) to submit a roster of persons qualified to function as an arbitrator on the dispute in question.
2. Second Request. If the parties are unable to determine a mutually satisfactory

arbitrator for the submitted list, PERC will submit a second roster of names.

3. The parties agree to be bound by the rules and regulations of PERC.
4. Authority of Arbitrator. The arbitrator shall be limited to the issues submitted to him/her and shall consider nothing else. He/She can add nothing else to nor subtract anything from nor modify any of the terms of the Agreement between the parties or any policy of the Board of Education. The arbitrator shall not be governed by the legal rules of evidence but may receive any logical evidence, which the arbitrator may deem to have probative value. The decision of the arbitrator shall be final and binding upon the Board and this Association unit and all its employees.

E. Rights of Employees to Representation:

Any aggrieved employee or employees may be represented at all stages of the grievance procedure by themselves, or at their option commencing at Level 1 and beyond, by a representative selected or approved by the Association.

F. Miscellaneous:

1. Forms. Forms for filing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. The sample of such forms shall be as set forth in Schedule B and made available through the immediate supervisor.

2. Number of Grievances. Only one grievance and all issues pertaining to said grievance may be heard before the designated arbitrator except where the parties agree to otherwise.
3. Compensation Limitation. Any employee who suffers any loss of compensation through the Board action may, if upheld by the arbitration proceeding, be reimbursed for such a loss provided that no adjustment of compensation shall be retroactive beyond ten (10) calendar days prior to the date the grievance occurred.
4. Meetings and Hearings. All meetings and hearings under this procedure shall not be conducted in public and shall include any such parties in interest and their designated or selected representative, heretofore referred to in this Article.
5. Decision of Arbitrator. The arbitrator shall be requested to render his/her decision within thirty (30) days after the case is presented for arbitration, but the determination of when the award shall be issued shall be within the discretion of the arbitrator.

G. Costs.

1. Each party shall bear the total costs incurred by his/her participation. The fees and expenses of the arbitrator are the only cost, which shall be shared by the two parties, and such costs shall be shared equally.
2. The time lost by an employee or employees due to an arbitration proceeding must either be unpaid or charged to personal leave except where the employee is appearing at the request of the Board.

ARTICLE IV

AIDES' RIGHTS

A. Representation

Pursuant to N.J.S. 34:13A-1, et seq., public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the Association or refrain from any such activity. The Board and the Association respectively agree not to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed to them by said statute.

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B. Provisions

Aides shall not be disciplined, reprimanded, reduced in rank or have his/her salary adjustment withheld without just cause.

C. Legal Rights

Nothing contained herein shall be construed to deny or restrict to any aide such rights as she/he may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.

D. Aide Files

1. Any aide upon presentation of no less than twenty-four (24) hours written notice may inspect his/her personnel file.
2. In the event a complaint or other similar material of a derogatory nature is to be placed in the aide's file, the aide involved shall be notified within ten (10) calendar days of such placement and shall be given the opportunity to review such material. The aide's written comments, if any; responding to the derogatory material shall be made within ten (10) calendar days of such review.
3. An aide shall have the right to append his/her written comments to any evaluation

filed, and these comments shall be made part of the evaluation filed.

4. Materials used by the Administration in determination of employment shall not be considered part of the personnel file.
5. No information pertaining to an employee's conduct, service, character, personality, or performance shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents. The employee also has the right to submit a written answer to such material. This reply shall be signed and dated with a date indicating when this information was received by the supervisor or designee and/or attached to the reference document.

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- E.
 1. The employment status of aides will be based on seniority, with Instructional Support Aides being considered a separate seniority category. The Superintendent, in consultation with the Association, shall establish seniority lists based on date of hire as an aide.
 2. There shall be generated three lists; one for Instructional Support Aides, one for all other classroom teacher aides, and one for all non-classroom aides.
 3. Employees who have been employed by the Board of Education in other job titles will be credited with their years of service only for purposes of salary guide placement. They shall not be granted seniority as an aide, except that currently employed Teacher Aides who may be appointed, as Instructional Support Aides will be credited with their years of prior service as an aide for seniority.
- F. The Board agrees not to discriminate against any employee on the basis of race, creed, color, national origin, sex, age, physical challenge as prescribed by the "American with Disabilities Act", sexual orientation, marital status, or membership in or association with the activities of the Association.
- G. All aides wishing to reapply for their positions as teacher aide/duty aide/or bus aide shall submit a letter to the Office of the Superintendent by April 30th.
- H. Savings Clause

Proposed new rules shall be negotiated with the majority representatives before they are

established.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association one copy of the minutes of all public Board meetings.

B. Transaction of Association Business

Duly authorized representatives of the SPEA, MCEA or NJEA shall be permitted to enter any school building during the school day in order to carry out the appropriate SPEA business, provided that such activity is not conducted during working hours or does not interfere with the conduct of normal school business or the duties of any aide. Any representative who enters any school building shall notify the principal or his/her designee of such representative's arrival and departure.

C. Use of School Buildings

The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall receive a written request in advance of the time and place of all such meetings. His/her permission shall be required.

D. The Association shall have access to school equipment to include: typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with approval of the principal. No equipment shall be removed from school property without the approval of the building principal. The Association will pay for any damage to, or loss or theft of school property while being used by the Association.

E. Bulletin Boards

The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and/or faculty dining room. Size and location of the Association bulletin board shall be mutually agreed upon between the Association, the principal and the SPEA. All materials to be posted on such bulletin boards require the approval of the building principal.

- F. Mailboxes. The Association shall have reasonable use of school mailboxes provided that said mailboxes shall not be used for distribution of any campaign material fostering the candidacy of any person seeking political office outside the scope of normal Association activity (i.e., election of Association officers), and further provided that a copy of such matter is submitted to the building principal for approval prior to placing into mailboxes. Such approval shall not be unreasonably withheld. All Association material shall bear the name of the person authorizing the same.
- G. The rights and privileges of the Association as set forth in this Agreement shall be granted only to the Association as the majority representative of the aides.
- H. Names and addresses of all newly hired employees shall be made available to the Association by the Office of Personnel within ten (10) work days after they are hired.
- I. The Board agrees to provide release time to three (3) Association Representatives whose workday extends beyond 3:30 p.m. in order to attend up to three (3) meetings per year of the Representative Council of the Association. In the event that there are more than (3) three Association Representatives, those representatives alone will be allowed to start work ½ hour earlier in order to attend up to (3) three meetings per year. It is understood that no more than (1) one person per office shall be afforded release time to attend the aforementioned Association meetings. The Association shall provide the Board a list of the Association Representatives and a calendar of such meetings at the beginning of each school year.

ARTICLE VI

BOARD RIGHTS

- A. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States. By way of illustration and not by way of limitation of the rights reserved to the Board are the rights:
1. to direct employees of the School District;
 2. to hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, demote, discharge, or take other disciplinary action against employees;
 3. to relieve employees from duties because of lack of work or other legitimate reasons;
 4. to maintain the thoroughness and efficiency of the School District operations entrusted to it;
 5. to determine the methods, means, and personnel by which such operations are to be conducted and to subcontract for goods and services;
 6. to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

ARTICLE VII

LEAVES OF ABSENCE

A. Accumulative Sick Leave

As of September 1, 1981, all aides employed shall be entitled to ten (10) sick leave days each school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave for aides employed after the first school day in September shall be prorated on the basis of one day per month. Those aides, who work less than five days per week, shall have their annual sick leave pro-rated.

B. As of July 1, 2003 unit employees shall be entitled to the following paid, non-accumulative leaves of absence:

1. Bereavement

A total of five (5) school days following the death of the demised shall on request be granted for each death of a spouse, child, parent, sibling, or significant other during the school year. Three (3) school days following the death of the demised shall on request be granted for the death of a, grandfather, grandchild and grandmother, father-in-law daughter-in-law, son-in-law and mother-in-law during the school year. Two (2) school days following the death of the demised shall be provided for the death of a brother-in-law, sister-in-law, or other relative living in the same household. (See Schedule C)

2. Jury Duty

Any employee called to serve on Jury Duty, during the work year, shall receive their regular rate of pay, less the amount received for such Jury Duty. Jury Duty shall not be considered as vacation, sick leave or personal leave.

C. Paid Holidays

1. All unit members shall receive the following paid holidays:
 - Thanksgiving Day
 - Martin Luther King Day
 - President's Day
 - NJEA Convention [two (2) days]
 - Christmas Day
 - New Years Day
 - Memorial Day
2. The parties agree that in each year of this agreement two (2) unused snow days shall be returned as a unit holiday for all units, in return for mutual agreement that new teachers, effective July 1, 2004, will be required to attend five (5) days orientation/in-service prior to the start of any contract year, at no additional compensation, and as a condition of employment. New teachers are defined as all those whose initial contractual service begins effective September 1 of a school year. The specifically returned snow days shall require that two (2) extra days shall be added to the Memorial Day weekend and/or any other mutually agreed upon days.

D. Paid Personal Days

1. As of the beginning of the 2003/2004 school year, all employees who work twenty (20) hours or more shall be entitled to maximum of four (4) paid personal days per year with no reason and all employees who work under twenty (20) hours shall be entitled to three (3) such days during any contract year. Any personal days not taken shall accumulate as sick days. (See Schedule C).

2. Conditions

All leaves of absence referred to in this ARTICLE are subject to the following conditions:

- (a) At least three (3) school days notice shall be given in requesting a personal day from the building Principal or Supervisor/Director with the exception of cases of any personal day taken for serious illness in the family or any day necessary by reason of an emergency. The Superintendent/Assistant Superintendent shall have final approval of all personal leave requests. Lacking such notice, the absence will be considered unauthorized and the employee's pay will be deducted at their daily rate of pay. Deduction of salary will be waived in cases of emergency and/or family illness.

- (b) Request for personal leave under this ARTICLE shall not be granted on days immediately preceding or immediately following school vacation periods or a

holiday, except in cases of emergency as approved by the Superintendent.

- (c) The Superintendent, in the best educational interest of the School District, is empowered to deny any request for the above days.
- (d) Personal leave for other than the above reasons shall require the Superintendent's written consent before said leave is taken.

- E. (1) Aides who work twenty (20) or more hours per week, on retirement, who have twenty (20) or more years of service, and who retire at the age of fifty-five (55) or older, shall be paid five dollars (\$5.00) per day for accumulated sick leave days up to one hundred (100), and seven dollars and fifty cents (\$7.50) per day for accumulated days between one hundred and one (101) and two hundred (200).
- (2) Aides who retire between July 1 and December 31 shall be paid this benefit in or about January 1. Those who retire between January 1 and June 30 shall be paid on or about July 1.

F. Family and Medical Leave

The employer shall grant leave in accordance with the provisions of the Federal and State Family and Medical Leave Act of 1993.

G. Parenthood Leave

An Aide requesting maternity leave shall obtain an official parenthood leave request form, as set forth in Schedule D. Said form shall be returned to the Superintendent as soon as possible, but no later than sixty (60) days prior to the maternity leave commencement date stated therein. Typically, such leaves shall begin thirty (30) days after the birth of the child, unless additional disability leave or sick leave are needed due to complications associated with the delivery. The Board may request the school Medical Director to review the dates as stated by the Aide and her physician on the request form provided. If there should exist a disagreement between the Medical Director and the Aide's physician with respect to said dates, a third physician mutually acceptable to the Medical Director and the Aide's physician, shall be requested to render his final and binding determination. However, an aide shall not be granted a leave to extend beyond June 30 of the school year for which the leave was requested. The employer shall grant leave in accordance with the provisions of the Federal and State Family and Medical Leave Act of 1993.

ARTICLE VIII

SALARIES

A. Salary Schedule

All aides covered by this Agreement shall receive a uniform hourly rate of pay as set forth below:

<u>STEP</u>	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>
1	\$13.01	\$13.45	\$13.93
2	\$13.26	\$13.70	\$14.18
3	\$13.52	\$13.96	\$14.44
4	\$13.78	\$14.22	\$14.70
5	\$14.05	\$14.49	\$14.97
6	\$14.94	\$15.38	\$15.86
7	\$15.89	\$16.33	\$16.81

New Instructional Support Aide Classification:

Employees appointed as Instructional Support Aides or Science Lab Aides will be paid an additional \$.20 per hour premium above salary guide wage rates, in each year of the collective bargaining agreement.

B. Guaranteed Wages

1. Aides will be paid at their full hourly rate when required to attend faculty, staff or in-service meetings.
2. One (1) in-service day for teacher aides shall be given at the discretion of the building principal.
3. On days when employees are called into school to work and the school is closed the employees shall be paid for the full day.

C. Method of Payment

1. Aides shall be paid in twenty (20) semi-monthly payments with the option for direct deposit.

2. When a payday falls on or during a school holiday, vacation or weekend, aides shall receive their paychecks on the last previous working day.

D. Reduction in Force

In the event of reduction in force, two (2) weeks notice shall be given to the employee.

- E. All aides who are assigned to more than one school shall be reimbursed for all such travel at the prevailing IRS rate for mileage.

ARTICLE IX

INSURANCE PROTECTION

A. Purchase of Health Care Protection Plans

The Board shall provide the opportunity for all aides to purchase, at full cost to the employee; the health care protection plans available through the district group plans. All costs for an employee's participation will be borne by the individual employee.

- B. The Board of Education will provide dental plan coverage for employees only at a cost not to exceed ten thousand dollars (\$10,000.00). The cap shall remain at the termination of the 1996-99 contract at \$10,000.00, or whatever the 3rd year cost is, whichever is greater.

- C. Effective August 1, 2000, the Board of Education will provide prescription plan coverage on a set co-pay basis (\$10/\$15/\$5) for the employee only at a cost not to exceed eight thousand five hundred (\$8,500.00) per year. Any premium loss in excess of the eight thousand five hundred (\$8,500.00) dollars shall be paid by the employee through payroll deductions. This plan is available only to Aides working twenty (20) or more hours per week.

- D. Aides shall be entitled to the same Employee Assistance Plan as the Teachers and Secretaries at the same level of contribution as those two groups.

- E. Effective July 1, 2005 all Instructional Aides and Science Lab Aides shall be eligible to receive single DPP coverage at full expense to the Board.

ARTICLE X

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its aides dues for the South Plainfield Education Association, Middlesex County Education Association, and the New Jersey Education Association as said aides individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S. 52:14.9e) and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the South Plainfield Education Association the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Aide authorizations shall be in writing.

B. Certification of Dues

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

C. Additional Authorizations

Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.

D. Procedure for Withdrawal

The filing of notice of an aide's withdrawal shall be prior to June 1 and become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall reimburse aides for tuition, books, fees and any other expenses required for their continued assignment and as approved by the Superintendent of Schools.
- B. Aides may take any District Continuing Education courses without charge, providing course tuition is a charge of the Board of Education and not an outside contractor, and space is available.
- C. Aides who are assigned to students under 504 or IDEA plans shall receive specific training based upon medical, behavioral, physical, and emotional needs of each student assigned for each assignment. Aides in these programs can request additional training at Board expense, subject to approval by the Superintendent or his/her designee.
- D. Aides who request and receive prior approval by the Superintendent or his/her designee to voluntarily attend an In-Service Program during the summer or time when aides are not scheduled to work shall be paid fifty dollars (\$50) per day for attendance.
- E. Tuition paid for college courses shall be reimbursed by the Board beginning July 1, 2003 subject to the following conditions:
 - a. Courses are approved by the Superintendent of Schools or his/her designee prior to enrollment and the denial of same is grievable to the Board but is non-arbitrable.
 - b. Regardless of degree level, the courses must be related to the employee's present assignment or part of certification or advanced degree requirement beneficial to the assignment.
 - c. The courses must be completed satisfactorily with a grade of "B" or better. Official transcripts must be submitted.
 - d. Tuition shall be paid by the Board of Education up to a maximum of the average State college undergraduate/graduate rate time's nine (9) credits per year per employee. To be eligible, an employee must complete three (3) years of employment.
 - e. Evidence of payment of tuition must be presented before reimbursement will be paid.

- f. Applicants shall not have received tuition scholarship aid from some other sources, which equals or exceeds tuition rate. If aid does not equal the state college rate, reimbursement will be the difference.
- g. The district shall expend no more than \$20,000.00 for tuition reimbursement per year.
- h. Reimbursement is subject to Internal Revenue Serviced rules and regulations.
- i. Employees must remain employed by the District for two years after receipt of tuition reimbursement. Employees that leave the District's employ prior to that time shall return to the District a pro rata portion of the amount received. Employees separated involuntarily due to disability, death or reduction in force shall not be subject to this provision.

ARTICLE XII
MISCELLANEOUS

A. Board Policy

This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as a Board policy.

B. Separability

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.

C. Printing Agreement

Copies of this Agreement shall be reproduced at the Board's expense within thirty (30) days after the Agreement is signed and presented to all aides now employed or hereafter employed.

D. Notice

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association, to Board at Roosevelt Administration Building, 125 Jackson Avenue, South Plainfield, New Jersey 07080.
2. If by Board, to Association at the school address of the Association President.

ARTICLE XIII
AGENCY SHOP

A. Purpose of Fee

If an Aide does not become a member of the Association during any membership year (from September 1 to July 1), which is covered in whole or in part by this Agreement, said employee would be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to an amount up to eighty-five percent (85%) as set forth by the Association annually. At no time shall the fees charged exceed the amount specified. Further, the Association guarantees to the Board that the assessments do not include in any amounts, dues, fees and assessments to be expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or apply to benefits available only to the members of the majority representative.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees (in accordance with Paragraph 2 below) the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

Chapter 447, P.L. 1979, requires that no representation fee deduction can be made unless the majority representative first establishes a demand and return system. This system provides that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association must provide the non-member with a full and fair hearing and has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further to a three-member Tripartite State Board. The South Plainfield School Education Association shall provide evidence of the existence of this system to the South Plainfield Board of Education and to all non-union members before any deductions are made.

D. Indemnification

The South Plainfield Education Association will save harmless and ensure that the South Plainfield Board of Education is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken or not taken in conformance with this provision. Any action taken by employees of this Association, now or prospectively, will necessitate that the Association fully indemnify the Board from any and all costs pertaining to questions arising out of agreement to this clause.

placed hereon.

SOUTH PLAINFIELD EDUCATION
ASSOCIATION

SOUTH PLAINFIELD BOARD OF
EDUCATION

By: _____
President

By: _____
President

Attest:

Secretary

Attest:

Secretary

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL II

Name of Grievant: _____

School: _____

Principal: _____

Please complete the following attesting to your compliance with Article III, Section C, Paragraph 1, of the Grievance Procedure:

Date of Level I Discussion: _____ Time: _____

Participants:

Subject Discussed:

Level II Grievance Form (Continued)

Pursuant to the procedure set down in Article III, Section C, Paragraph 2, of the Agreement between the between the South Plainfield School Education Association and the South Plainfield Board of Education, this grievance is set forth to _____, Principal.

I. Nature of Grievance:

II. Cite Authority:

III. Define the Adjustment You Seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary. The Principal shall communicate his/her decision to the School Employee in writing within five (5) calendar days of receipt of this grievance.

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL III

Name of Grievant: _____

School: _____

Principal: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Principal: _____

Date Received Principal's Reply of Level II Grievance: _____

Level III Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Education Association and the South Plainfield Board of Education, Article III, Section C, Paragraph 3, this appeal to the Superintendent of Schools sets forth the following:

I. Nature of Grievance Submitted to Principal:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Principal's Decision:

IV. Define the Adjustments you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.

In order to consider this appeal, a copy of the Level II Grievance Form must accompany this document.

The Superintendent of Schools shall communicate his/her decision in writing to the School Employee and Principal within a period not to exceed twenty-one (21) calendar days.

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL IV

Name of Grievant: _____

School: _____

Principal: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Principal: _____

Date of Level II Written Decision by Principal: _____

Date of Level III Appeal to Superintendent: _____

Date of Level III Written Decision by Superintendent: _____

Level IV Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Education Association and the South Plainfield Board of Education, Article III, Section C, Paragraph 4, please forward this Appeal to the South Plainfield Board of Education for disposition:

I. Nature of Grievance Submitted to Principal:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Superintendent's Decision:

IV. Define the Adjustment you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.

In order to consider this appeal, copies of Level II and Level III Grievance Forms must accompany this document.

The Board shall communicate their decision in writing through the Superintendent to the Principal and School Employee within a period not to exceed thirty (30) calendar days.

SCHEDULE D

PARENTHOOD LEAVE REQUEST FORM

School Employee

School/Assignment

Principal/Supervisor

CONFIRMATION OF PREGNANCY

Date of medical confirmation of pregnancy: _____

Date of expected delivery: _____

Signature of Physician

Date

Physician's Address

Physician's Phone Number

REQUEST FOR PAID MEDICAL LEAVE (using accumulated sick days)

Date medical leave begins: _____
(This time period is limited to the 30-day calendar days before expected delivery.)

Date medical leave ends: _____
(This time period is limited to the 30-day calendar days after expected delivery.)

REQUEST FOR UNPAID PARENTHOOD LEAVE

Date leave begins: _____

Date leave ends: _____

Effective January 1, 1997, health insurance premium coverage will continue to be paid for up to (12) twelve weeks of unpaid leave. After 12 weeks of unpaid leave, payment for health insurance premiums shall be the employee's responsibility.

Signature of School Employee Date

Please complete and forward to the Human Resources Office.
Date of Board of Education approval _____

SCHEDULE C
SOUTH PLAINFIELD PUBLIC SCHOOLS
SOUTH PLAINFIELD, NEW JERSEY
SOUTH PLAINFIELD EDUCATION ASSOCIATION (AIDES UNIT)
REQUEST FOR TEMPORARY LEAVE OF ABSENCE

Maximum of Three (3) Days for Aides Who Work Less Than 20 Hours
Maximum of Four (4) Days for Aides Who Work 20 Hours or More

Name _____ Date _____

Requested date(s) of temporary leave of absence _____

Please specify number of days:
_____ Personal, no reason _____

BEREAVEMENT LEAVE
Please check reason and describe:

- _____ 1. A total of five (5) school days following the death of the demised shall on request be granted for each death of a spouse, parent, child, sibling, or significant other during the work year _____
- _____ 2. Three (3) school days following the death of the demised shall on request be granted for the death of a grandfather, grandmother, grandchild, father-in-law, mother-in-law, daughter-in-law, or son-in-law during the school year _____
- _____ 3. Two (2) school days following the death of the demised shall be provided for the death of a brother-in-law, sister-in-law, or other relative living in the same household _____

All leaves of absence referred to above are subject to the following conditions:

1. At least three (3) school days notice shall be given in requesting a personal day from the building Principal or Supervisor/Director with the exception of cases of any personal day taken for serious illness in the family or any day necessary by reason of emergency. Lacking such notice, the absence will be considered unauthorized and the employees' pay will be deducted at their daily rate of pay. Deduction of salary will be waived in cases of emergency and/or family illness.
2. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days.
3. Extensions to any temporary leaves of absence as outlined above may be made at the discretion of the Superintendent of Schools.

I hereby certify that the above statements are true to the best of my knowledge.

Employee's signature _____ Date _____

Approved _____ Date _____
Building Administrator

Approved _____ Date _____
Superintendent/Assistant Superintendent

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