

4-0289
02-15

THIS BOOK DOES
NOT CIRCULATE

THIS AGREEMENT entered into this day of
between the Board of Education of the City of Englewood hereinafter
the "Board" and the Englewood Aides Association, hereinafter the
EAA

WITNESSETH

WHEREAS the Board has an obligation, pursuant to Chapter
303 Public Law 1968, to negotiate with a representative selected by
a majority of employees in an appropriate unit with respect to the
terms and conditions of employment pertaining to such unit;

WHEREAS the Englewood Aides Association has produced
evidence to the satisfaction of the Board that it has been selected
by a majority of the employees in the unit hereinafter designated,
and is accordingly entitled to be recognized as the exclusive repre-
sentative for collective negotiations for such unit;

WHEREAS the parties have reached certain understandings
which they desire to confirm by this Agreement;

NOW THEREFORE it is agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognized the EAA as the exclusive
representative for collective negotiations concerning the terms
and conditions of employment for all certified personnel classified
as aides.

1976-71

ARTICLE II
NEGOTIATION PROCEDURE

A) During negotiation the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counter-proposals. They shall supply to each other for inspection and copying all requested and pertinent records, data and budgetary information as it becomes available to the respective parties in regular course.

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

C) Each party shall attempt to submit to the other at least two (2) days prior to a meeting an agenda covering matters they wish to discuss. This is not to be construed, however, as a restriction in respect of discussion of matters not on such agenda.

D) All meetings between the parties for purpose of negotiation shall be scheduled, whenever possible, to take place when the aides involved are free from assigned educational responsibilities.

E) When, however, the parties mutually determine that a meeting shall be scheduled during the school day, the aides involved shall suffer no loss of pay.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an aide. The term "grievance", however, and the procedure hereinafter set forth relative thereto, shall not be deemed applicable to the instance of a failure or refusal of the Board to renew the contract of a non-tenure aide. In such instance, an informal conference to discuss the reasons for such failure or refusal with the principal involved, the Superintendent of Schools, or both, will be granted upon the request of the individual aide. At such aides option, an EAA representative may be present at such conference or conferences.
2. An "aggrieved person" is the aide or aides making the appeal.
3. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the appeal.

B. Purpose

1. 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 as a result of the interpretation, application or violation of policies, agreements or administrative decisions.

2. Nothing herein contained shall be construed as limiting the right of the aide having a grievance to discuss the matter informally with his immediate superior and having the matter adjusted without the intervention of the EAA, provided the adjustment is not inconsistent with the terms of this agreement and that the EAA has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended however by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One
An aide with a grievance may (a) first discuss it informally with his principal or his immediate superior, (b) discuss such grievance with his principal through the EAA's designated representative with the objective of resolving the matter informally, or (c) with the assistance of the Personnel Affairs Committee (PAC) prepare a written grievance and present the same to his principal for resolution.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance discussed at level one (a) or (b), he may file the grievance in writing with the Chairman of PAC. Within five (5) days after receiving the written grievance PAC shall present such written grievance to the aggrieved person's principal or immediate administrative supervisor for resolution.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at level one (c) or at level two, or if no decision has been rendered within ten (10) days after the written grievance was delivered to the aggrieved person's principal or supervisor, he may, within five (5) days after a decision by his principal or supervisor or twelve (12) days after the grievance was delivered to the principal or supervisor, whichever is sooner, request in writing that PAC submit his grievance to the Superintendent of Schools. If PAC determines that the grievance is meritorious and timely, it may submit the grievance to the Superintendent within ten (10) days after receipt of such request. In connection with this determination, PAC may request of the Superintendent, and shall receive any available records, data, and other information relevant to the grievance being processed.

6. Level Four

If the problem is not settled within fourteen (14) days after reaching the Superintendent of Schools, the aide may request PAC to request a hearing with the Board. Such a request should

be made in writing stating the purposes of the request and transmitted to the Superintendent of Schools who shall attach related papers including copies of those requested by PAC and forward the request to the Board. A panel of the Board shall hear the grievance as soon as possible and preferably within fifteen (15) days. The panel will make arrangements for a meeting with all parties in interest to hear the matter. The panel shall render to the entire Board for its approval a written decision within twenty (20) days from the date of the close of the hearing. Copies of such approved decision shall be transmitted to the aggrieved person, the Superintendent of Schools and PAC within ten (10) days from the date that the panel's decision was rendered to the Board.

7. In the event an aggrieved person is dissatisfied with the determination of the Board he shall, if such further procedure is approved in writing by PAC, have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and the Board shall mutually agree upon a longer time period within which to assert such a request.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the EAA and each of the parties shall bear their own costs.

ARTICLE IV

AIDES' COMPENSATION

- A. Compensation for aides is set forth in schedules designated A-1, which is attached hereto and made part hereof.
1. Such schedules do not guarantee an automatic salary increase but merely indicate the agreed upon value for basic services rendered by the individual whose performance and professional record meet the standards expected by the Board for the position held.
 2. Aides shall be paid every other Friday during regular school year. When a payday falls on or during a school holiday or vacation, aides shall receive their paychecks on the last previous working day.

ARTICLE V

- A. As of September 1, 1969, all full time aides employed shall be entitled to ten days sick leave each school year as of the first official day of said 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.
- B. The Board may grant, upon one year's prior written notice of retirement, an additional salary increment for the last year of employment equal to a maximum of \$600. To be eligible for such increment, the individual aide must have consistently been employed in the Englewood Schools for the ten years immediately preceding retirement and shall have accumulated unused sick leave days of no less than thirty. Said increment may be granted upon the recommendation of the Superintendent of Schools.

ARTICLE VI
EMERGENCY LEAVES

- A. The Board and EAA recognize that personal emergencies arise from time to time which by their very nature interfere with or render impossible an aide's attendance to his responsibilities. Because of the burden that emergencies place on both the individual aide and the school system, the Board in the past has established the concept of temporary leaves of absence for emergencies which cannot be anticipated or handled during off hours, weekends or school holidays and has attempted to insure the availability of skilled substitute aides to minimize the effect of a regular aide's absence during the emergency. The Board and EAA recognize, however, that the detrimental effect of a regular aide's absence from class can never be completely eliminated, regardless of the degree of competence of the substitutes provided. Accordingly, they agree that every effort should be made to keep such absences to a minimum.
- B. In order to insure as much continuity in the conduct of a class as possible, an aide shall apply for emergency leave with as much advance notice as the situation reasonably allows. Application should be made by the aide, or a person designated by him, on forms obtainable in his principal's office and a copy immediately transmitted to the office of the Superintendent of Schools for action on the request.

- C. All applications for reasonable leave in connection with death or serious illness in the immediate family will be granted with full compensation. In this regard the Board and EAA agree that except when unusual circumstances call for either a longer or shorter period, five (5) days of leave in connection with death in the immediate family and three (3) days of leave in connection with illness in the immediate family shall be considered reasonable.
- D. With respect to applications for emergency leaves involving, but not limited to, death of close friends or other than immediate family, extended illness of the individual aide or emergencies of a personal nature, the Superintendent may allow said leave with full salary or any portion thereof. The Superintendent's action on an individual request will depend on the reason for the absence and the aide's statement of the circumstances giving rise to the emergency. Up to five (5) days per year in this category may be granted by the Superintendent with full salary.

ARTICLE VII
INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each full time aide while actively employed, and in cases where appropriate for family-plan insurance coverage.
1. For each aide who remains in the employ of the Board for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the period commencing 3 months after the date of employment and ending August 31st; when necessary, premiums in behalf of the aides shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the EAA and shall include:
 - a. Hospital room and board and miscellaneous costs
 - b. Out-patient benefits
 - c. Laboratory fees, diagnostic expenses, and therapy treatments
 - d. Maternity costs
 - e. Surgical costs
 - f. Major-medical coverage
- E. The Board shall study the feasibility of continuing health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the EAA.

- C. The Board shall provide to each EAA a description of the conditions and limits of coverage as listed above.
- D. Any EAA on leave who desires a change in insurance coverage may request such change and pay for the additional cost of such change during the time that said leave is in effect.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effort as Board policy.
- B. 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 provisions 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. Any individual contract between the Board, and individual aide, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be published at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all aides now employed, hereafter employed, or considered for employment by the Board.
- E. This Agreement may not be modified or amended except by the mutual agreement of the parties reduced to writing, signed and adopted by the Board.

ARTICLE IX

SALARY AGREEMENT

3/25/70

Salary Agreement for Teacher Aides for the year 1970-71.

- A. The starting salary will be \$3,000. Any aide presently employed will receive a \$400 increase over the 1969-70 salary upon the recommendation of the Principal and approved by the Superintendent of Schools.
- B. In the event that an increase is not granted an aide, the aide may appeal through the contracted grievance procedure.
- C. The above salary increases do not apply to the Middle School or lunchroom aides.

ARTICLE X

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971. It shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and secretaries all on the day and year first above written.

ENGLEWOOD AIDES ASSOCIATION

ENGLEWOOD BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary