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8/11/81 03-00

BURLINGTON COUNTY SPECIAL SERVICES

School District
EMPLOYMENT CONTRACT

WITH SPECIAL SERVICES

TEACHER AIDES' ASSOCIATION

X

1981-82
1981-83

LIBRARY
Institute of Management
Labor College

RUTGERS UNIVERSITY

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ARTICLE I
RECOGNITION OF UNIT

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for regularly employed teacher assistants. It shall not in any way apply to substitutes.

B. Definition of Employee - Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all teacher assistants represented by the Association in the negotiation unit as above defined.

C. The term "full-time" employee shall refer to those regularly employed teacher assistants working a minimum of 30 hours per week.

The term "part-time" employee shall refer to those regularly employed teacher assistants working less than 30 hours per week.

Dated this _____ day of _____, 1981.

President

President, Board of Education

Secretary

Secretary, Board of Education

both of the parties at the time they negotiated or signed
this Agreement.

E. When an assistant is dismissed, he shall receive written notice of such action. If the assistant requests within fourteen (14) calendar days of the notice, he shall receive a Statement of Reasons for the dismissal from the Superintendent within fourteen (14) calendar days of the request. The notice provisions of this paragraph in no way effect the ability of the Superintendent to dismiss an assistant even though he/she has not yet received the Statement for Reasons for such dismissal.

2. The number of days indicated at each level is to be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

3. 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.

4. An "aggrieved employee" shall institute action under the provisions hereof within ten (10) school days of the occurrence complained of. Failure to act within said ten (10) school day period shall be deemed to constitute an abandonment of the grievance.

5. A grievance based upon a violation of the expressed, written terms of this contract, if not resolved, shall terminate in non-binding arbitration.

6. A grievance based upon the interpretation, application, or violation of rules or regulations, existing policies, or administrative decisions that effect the terms and conditions of employment shall be processed through Level IV of this procedure and may be appealed to the appropriate administrative agency having jurisdiction in said matter.

7. Level One - Immediate Administrative Supervisor -
An employee with a grievance shall, within ten (10) school days, discuss the grievance with his immediate supervisor, with the object of resolving the matter informally.

The aggrieved shall specify the following in his written grievance to the Board of Education:

- a. The nature of the grievance;
- b. The results of the previous discussions at Level One, Two and Three;
- c. The reason for the dissatisfaction with the previous determinations;
- d. The remedy sought;
- e. The Agreement provision or Board policy alleged to have been violated.

The Board, or its designated committee, shall review the grievance, schedule a hearing with the aggrieved person within twenty (20) days from receipt of written appeal by the Secretary of the Board of Education. The Board of Education shall render a decision in writing within ten (10) school days after the conclusion of the hearing. The Association, at the written request of the aggrieved, may, at his or her option, be represented in all sessions which include the aggrieved and the Board of Education.

11. Level Five

a. If the aggrieved person is not satisfied with the disposition of Level IV, or if no decision has been rendered by the Board within fourteen (14) school days after the grievance was delivered to the Board, he shall request in writing within fourteen (14) school days that the Association submit the grievance to arbitration; a copy of such request shall be forwarded to the Superintendent. If the

submitted 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 limited to the issues submitted to him and shall not add to, subtract from, or modify the terms of the agreement. The only grievance which may be arbitrated are those alleging that there has been a violation of the expressed, written terms of the negotiated agreement. The Arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of Board policies, administrative decisions and rules and regulations effecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment. The Arbitrator shall be without power or 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 non-binding in nature. The costs for the services of the Arbitrator including per diem expenses, if any, and actual necessary travel, subsistence expenses, and the costs of the hearing room shall be borne equally by Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

1. All meetings or hearings under this procedure shall be conducted in private.

ARTICLE V.

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement, to an employee, or group of employees, is held to be invalid by operation of law or by a Court of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be effected thereby and shall continue in full force and effect.

D. The Board of Education shall have the sole and exclusive right to determine the number of working hours for each employee. The Board of Education shall be under no compulsion to employ any "full-time" teaching assistants and may employ all teacher assistants on a "part-time" basis.

ARTICLE VIII.

TRANSFERS AND REASSIGNMENTS

The Superintendent shall post all known vacancies when said positions become available in all school buildings. Employees who desire to transfer to another building may file a written request with the Superintendent.

employee shall receive a copy of his or her evaluation report. The employee shall have the right to write a reply and attach it to the evaluation.

3. All evaluations shall be conducted openly and with full knowledge of the teacher assistant.

C. A Teacher assistant shall have the right, upon request, to personally review the contents of his personnel file. Personnel wishing to review their own records shall comply with the review procedure established in Policy Manual 411 PERSONNEL FILES.

3. Other Leave - Other leaves of absence with or without pay may be granted by the Board, upon recommendation by the Superintendent, for good reasons.

4. All such requests must be approved in advance by the Superintendent of Schools upon recommendation of the building principal.

ARTICLE XII.

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with the applicable laws and regulations to exercise all rights and functions vested in it which are normally and customarily exercised by a Board of Education in the management of the affairs of the school district.

withdrawal from such association prior to December 1, of the school year. Such notice shall halt the making of such deductions as of January 1, of the school year on which notice of withdrawal is filed.

ARTICLE XV.

SALARY SCHEDULE

Subject to the provisions of Article VII of this Agreement, salaries shall be paid as follows:

If an employee's salary was \$27.00 per diem in 80-81, it will be:

\$29.50 per diem in 81-82

\$32.25 per diem in 82-83

If an employee's salary was \$29.00 per diem in 80-81, it will be:

\$31.75 per diem in 81-82

\$34.50 per diem in 82-83

If an employee's salary was \$31.00 per diem in 80-81; it will be:

\$34.00 per diem in 81-82

\$37.00 per diem in 82-83

If an employee's salary was \$33.00 per diem in 80-81, it will be:

\$36.00 per diem in 81-82

\$39.25 per diem in 82-83

If an employee's salary was \$34.00 per diem in 80-81, it will be:

\$37.25 per diem in 81-82

\$40.50 per diem in 82-83

Any newly hired employee shall receive:

\$27.00 per diem in 81-82

\$28.00 per diem in 82-83

as a starting salary.

ARTICLE XVII.

DURATION

This Agreement shall be effective as of September 1, 1981, and shall continue until June 30, 1983, subject to the Association's right to negotiate over a successor Agreement as provided in statute. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

In Witness:

Dated _____

SPECIAL SERVICES TEACHER
AIDES' ASSOCIATION

BURLINGTON COUNTY SPECIAL SER-
VICES BOARD OF EDUCATION

President

President

Secretary

Secretary

Negotiator