

AGREEMENT

between

Wayne Township Board of Education

THE BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE

PASSAIC COUNTY, N.J.

and

THE SPECIAL EDUCATION AIDES

TOWNSHIP OF WAYNE, PASSAIC COUNTY, NEW JERSEY

for

SCHOOL YEARS - 1984-85

1985-86

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION.....	1
ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT.....	2
ARTICLE III - GRIEVANCE PROCEDURE.....	3
ARTICLE IV - EMPLOYEE RIGHTS AND PRIVILEGES.....	8
ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES.....	9
ARTICLE VI - EMPLOYMENT PROCEDURES.....	10
ARTICLE VII - SALARIES.....	11
SCHEDULE A - SALARIES.....	12
ARTICLE VIII - SICK/BEREAVEMENT/PERSONAL LEAVE.....	13
ARTICLE IX - HOLIDAY SCHEDULE.....	14
ARTICLE X - INSURANCE PROTECTION.....	15
ARTICLE XI - DEDUCTION FROM SALARY.....	16
ARTICLE XII - USE OF PRIVATE AUTOMOBILE.....	18
ARTICLE XIII - MISCELLANEOUS PROVISIONS.....	19
ARTICLE XIV - DURATION OF AGREEMENT.....	20

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all Special Education Aides who serve Wayne School District students.

## ARTICLE 11

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. POLICY CHANGES

Consistent with Chapter 306, P.L. of New Jersey, the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained therein.

- B. Not later than October 15, 1988, the Board agrees to initiate negotiations with the Association over a Successor Agreement, in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor of the negotiating agreement and shall be reduced to writing and signed by all parties.
- C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

#### E. 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.

- F. The Board agrees not to negotiate with anyone other than the Association or its duly appointed negotiating representatives during the term of this Agreement.
- G. During the term of this Agreement neither party shall be required to negotiate with respect to any such 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 execute this Agreement.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DECLARATION OF PURPOSE

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of special education aides through procedures under which the Board and its employees are afforded adequate opportunity to dispose of their differences.

#### B. DEFINITIONS

1. A grievance is a complaint by any special education aide as to him, her, or them, there has been an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or of an administrative decision.

2. The "immediate superior" shall mean the person so designated by the organization chart.

- a. Building principal\*
- b. Director of Special Services
- c. Superintendent of Schools

If the subject of the grievance is such that it crosses buildings or is system-wide, the immediate superior is the Superintendent of Schools or such other person as may be designated by the Superintendent of Schools.

3. The "aggrieved party" shall mean any special education aide filing a grievance.

4. "Party in interest" shall mean the Grievance Committee of the Association and any party or parties aggrieved.

5. "Association Grievance Committee" (AGC) is the committee created and constituted by the Association to administer this procedure on behalf of the Association.

6. "Hearing Officer" shall mean the Board or any individual charged with the duty of rendering decisions under the grievance procedure.

7. "Days" shall mean school teaching days.

#### C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the identity of the said grievance as defined in B.1., the time when, and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, if known to the

aggrieved party, a general statement of the nature of the grievance and the redress sought by the aggrieved party and the names of all persons having factual knowledge of the matter.

\*As used throughout, the term "Principal" includes the Chairperson of the Multiple Handicapped Center.

2. Except for informal decisions at Stage A.1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the parties in interest.
3. If a grievance affects a class of special education aides, it may be submitted by the Association directly at Stage 2 below.
  - a. Such grievances shall be so written, that the inter-building nature of the grievance is clearly obvious.
  - b. Such grievances shall also have sufficient signatures to illustrate that the grievance does, in fact, affect a class of special education aides.
  - c. A copy of all class grievances shall be sent to the affected building principals and Director of Special Services for informational purposes.
4. The preparation and processing of grievances, insofar as practicable shall be conducted during the hours of employment other than those at the Board level which shall be held at the convenience of the Board. All reasonable effort will be made to avoid interruption of the classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board and the Association agree to facilitate any investigation which may be required, to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Stage 1(a) and (b), an aggrieved party and any party of interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against her/him to testify and to call witnesses on her/his own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any party in interest, any representative, any member of the AGC or any other participant, in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Unless requested to do otherwise by the special education aide in question, any documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said aide.
10. The Superintendent of Schools shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1(a) and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings under Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the AGC within five (5) days after the conclusion of hearings at Stages 2, 3 and 4. They shall advise the appropriate hearing officer of any errors in said minutes within two (2) days thereafter. Any such claim of error in the minutes shall become a part of the Official Grievance Record, and the hearing officer shall indicate the determination made respecting such claimed error.

The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the AGC and the Board, but shall not become a public record.

11. An aggrieved special education aide may be represented at all stages of the grievance procedure by herself/himself or at her/his option, by a representative selected or approved by the Association. In any event, after the grievance is submitted in writing, the Association shall have the right to be present at all stages of the grievance procedure to protest its interest in the contract.
12. While any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
13. Association representatives may, upon request and approval, be granted released time of reasonable duration during the school day to meet with the aggrieved aide or to participate in proceedings held at any stage of the grievance procedure.

Approval shall not be unreasonably withheld.

#### D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement between the aggrieved party and the superior at that stage.

2. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the AGC within a specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, and if left unresolved until the beginning of the following school term, it could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced at the request of the party in interest, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
5. Any grievance not presented to a special education aide's immediate superior (Step 1) (Step 2 in the case of a class of aides) within twenty (20) school days from the date the alleged grievance occurred shall not be entitled to consideration under this grievance procedure, and the aggrieved party or parties shall be unconditionally barred from relief thereunder.

#### E. STAGES

##### Stage 1: Immediate Superior

- a. A special education aide having a grievance will discuss it with her/his immediate superior with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate superior. Within five (5) days after the written grievance is presented to him, the immediate superior shall render a decision thereon in writing.

##### Stage 2: Superintendent of Schools

- a. If the special education aide initiating the grievance is not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, she/he shall within five (5) days after having received the written decision, file the grievance with the Director of Special Services instead of the Superintendent of Schools. A copy of the written decision at Stage 1 shall be submitted with the appeal. The decision at this stage and subsequent stages shall be forwarded, along with other appropriate documents to the AGC.
- b. Within ten (10) days after receipt of the appeal, the Superintendent of Schools or his duly authorized representative shall



hold a hearing with the special education aide and the AGC or its representatives and all other parties in interest.

- c. The Superintendent of Schools shall render a written decision on the grievance within ten (10) days after the conclusion of the hearing.

### Stage 3: Board of Education

- a. If the special education aide initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the employee shall within five (5) days after having received the written decision, present the grievance to the Board for its consideration. The Official Grievance Record maintained by the Superintendent of Schools shall be made available for the use of the Board.
- b. Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance with the special education aide and the AGC or its representative and other parties in interest. The hearing shall be conducted in executive session.
- c. Within five (5) days after the conclusion of the hearing, the Board shall render a decision on the grievance in writing.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, reprimanded, reduced in rank, or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.
- B. Part-time employees shall be given full consideration when full-time positions occur.
- C. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then she/he shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have a representative of the Association present to advise her/him and represent her/him during such meeting or interview.
- D. Each special education teacher aide shall be entitled to one-half (1/2) hour duty-free lunch time.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information generally available to the public concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, she/he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings but not during school hours or when the building is being used for another purpose. The principal of the building in question shall be notified in advance of the time and place of all such meetings. No reasonable request shall be denied.

ARTICLE VI

EMPLOYMENT PROCEDURES

A. NON-CERTIFICATED PERSONNEL

1. The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case, shall any non-certified employee be required or requested to perform any duty previously performed by a duly certificated professional employee.
2. Job descriptions, as they are forwarded to the State, shall be disseminated to the special education aides.
3. The Board and the Association agree to review job descriptions as forwarded to the State to insure that these descriptions accurately reflect what work is actually being performed by the aides.

B. NON-TENURE DISMISSAL

The procedures shall insure that the employee has the privilege of making an appeal to the Superintendent or his designee, and a hearing before the Board of Education when terminated. A terminated employee shall receive two (2) weeks notice of termination or two (2) weeks pay in lieu of notice.

C. RESIGNATION

An employee who is resigning from his position shall give the normal two (2) weeks notice.

ARTICLE VII

SALARIES

- A. The salaries of each employee covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.
- B. WITHHOLDING OF INCREMENT
1. No administrator shall recommend withholding a special education aide's increment unless that aide has been notified and given reasons that her/his increment is in jeopardy. Written notification regarding the reasons for such action must be given to the aide by April 30th of the school year.
  2. Any increment withheld may be restored by the Board upon petition by the employee to the Superintendent of Schools and his recommending restoration to the Board of Education. The decision as to whether or not to restore the increment shall be made by the Board. In the event an increment is not restored, the special education aide shall be given, in writing, reasons for rejection.
  3. No increment will be withheld unless this procedure is followed.
- C. Each special education aide shall be paid for her/his regular daily salary if school is closed after the aide has reported for duty on that day.
- D. Special Education Aides shall be required to attend Back-to-School Night without additional compensation.
- E. Special Education Aides shall participate in inservice workshops not to exceed five hours a year without compensation.

SCHEDULE A

STEP	HOURLY RATE	
	<u>1984-85</u>	<u>1985-86</u>
1	\$5.00	\$5.25
2	\$5.45	\$5.70
3	\$6.05	\$6.45

Effective July 1, 1984 through June 30, 1986.

## ARTICLE VIII

### SICK LEAVE

- A. Employees shall be granted twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit in accordance with NCSA 18A:30-1-3.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than October 1 of each school year.

### BEREAVEMENT LEAVE

As of September 1, 1982, all employees will be granted up to five (5) days in the event of death(s) in the immediate family (employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law) or for persons residing within the household for which the employee has a family-like responsibility. One day may be granted to attend the funeral of employee's close friend or relative outside of the employee's immediate family or household as defined above. Funeral home visitations are to be scheduled after working hours.

### PERSONAL LEAVE DAYS

Each employee shall be entitled to take two (2) compensated personal leave days. Personal leave may be taken for personal business, religious holidays, death in the family, or other good cause.

Personal leave requests beyond two (2) days are subject to the approval of the Board of Education.

The procedure to be used for reporting personal leave days will be that the employee will call or contact her/his school a minimum of two (2) days prior to the day on which the personal leave is to be taken, except in the case of an emergency, to report that she/he will be taking a Personal Leave Day and so indicate on the time sheet. Personal leave days may not be taken immediately before or after a vacation or holiday. There should be no deductions for the two (2) personal days.

ARTICLE IX

HOLIDAY SCHEDULE

All members of the unit will be paid for Holidays as follows:

Effective September 1, 1984 through June 30, 1985.

Thanksgiving

Christmas Day

New Year's Day

Good Friday



ARTICLE X

INSURANCE PROTECTION

The Board shall continue the present policy of allowing employees the option of participating in the Board's sponsored health care protection program as follows:

The Board shall make available to the Special Education Teacher Aides those benefits extended to the Wayne Education Association for the period covered by this contract.

## ARTICLE XI

### DEDUCTION FROM SALARY

#### A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees dues for the Wayne Special Education Aides Association and the New Jersey Education Association, or any one or any combination of such Associations as said Employees individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the NJEA by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. 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 the change.

#### B. LOCAL STATE AND NATIONAL SERVICES.

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

#### C. AGENCY SHOP FEE

The Agency Shop Fee, as applied to Special Education Teacher Aides shall adhere to those procedures outlined and agreed to by the Board of Education and the Wayne Education Association.

#### D. HOLD HARMLESS CLAUSE

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that:

- (a) The Board gives the Association timely notice in writing of any claim, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the Association so requests in writing, the Board will surrender

to its full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

It is expressly understood that paragraph one above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's own negligence.

E. MEMBERSHIP AVAILABILITY AND DEMAND AND RETURN SYSTEM

Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Section 2(b) and 3 of the New Jersey Employer-Employee Relations Act.

ARTICLE XII

USE OF PRIVATE AUTOMOBILE

- A. Employees shall not be required to transport students in their private automobiles.
- B. Employees who are required to use their private automobiles for purposes other than transporting students during the school day shall be reimbursed at the rate of 16.50 per mile.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

#### A. 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.

#### B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual employee, 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, the Agreement, during its duration, shall be controlling.

#### C. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to a negotiations session.

Each party upon request shall promptly make available to the other party information within its possession which is not privileged under law and which is relevant to the matters under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

#### D. NOTICE

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

1. If by Association, to Board at 50 Nellis Drive, Wayne, NC 27470
2. If by Board, to Association at 50 Nellis Drive, Wayne, NC 27470

ARTICLE XX

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1984 and shall continue in effect until June 30, 1986, subject to the Association's right to negotiate over a successor agreement as provided in Article 11. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

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, attested by its Secretary and its corporation seal to be placed hereon, all on the day and year first above written.

FOR THE BOARD:

Maria Nuccetelli  
Maria Nuccetelli

Janet Magennis  
Janet Magennis

George Peatich  
George Peatich

DATED: 6/28/84

FOR THE ASSOCIATION:

Nick Stanisci  
Nick Stanisci

Carol Hanowitz  
Carol Hanowitz

Carol Hanowitz

DATED: 6/28/84