

A G R E E M E N T

between

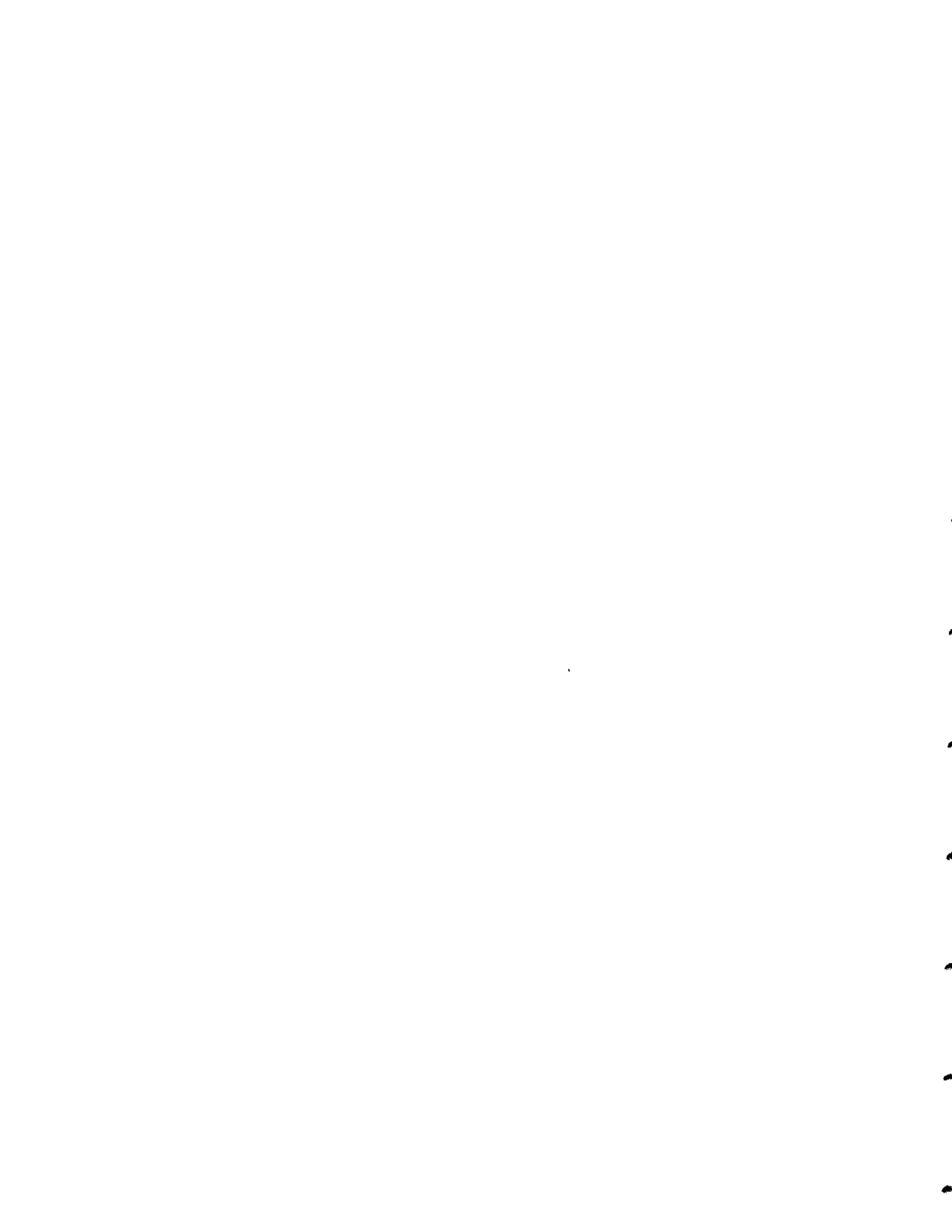
TEANECK BOARD OF EDUCATION

and

TEANECK AIDES ASSOCIATION

(Aides and Food Service Personnel)

X July 1, 1982 - August 31, 1985



A G R E E M E N T

Between

TEANECK BOARD OF EDUCATION
BERGEN COUNTY, NEW JERSEY

and

TEANECK AIDES ASSOCIATION
(Aides and Food Service Personnel)

September 1, 1982 to August 31, 1985

TABLE OF CONTENTS

PART ONE

		<u>Page</u>
	PREAMBLE -----	1
ARTICLE I	RECOGNITION -----	2
ARTICLE II	MANAGEMENT & BOARD RIGHTS -----	3
ARTICLE III	ASSOCIATION RIGHTS, PRIVILEGES & RESPONSIBILITIES -----	5
ARTICLE IV	ASSOCIATION PAYROLL DUES DEDUCTIONS	8
ARTICLE V	AGENCY SHOP -----	10
ARTICLE VI	NO-STRIKE PLEDGE -----	13
ARTICLE VII	EMPLOYEE RIGHTS & PRIVILEGES -----	14
ARTICLE VIII	JOB OPENINGS, TRANSFERS & PROMOTIONS	15
ARTICLE IX	SICK LEAVE -----	18
ARTICLE X	LEAVES OTHER THAN SICK LEAVES -----	21
ARTICLE XI	INSURANCE BENEFITS -----	24
ARTICLE XII	PRINTING OF AGREEMENT -----	26
ARTICLE XIII	NEGOTIATION OF SUCCESSOR AGREEMENT	27
ARTICLE XIV	SEPARABILITY AND SAVINGS -----	28
ARTICLE XV	FULLY BARGAINED PROVISIONS -----	29
ARTICLE XVI	DURATION OF AGREEMENT -----	30

PART TWO

ARTICLE I	GRIEVANCE PROCEDURE -----	31
ARTICLE II	PROBATION -----	36
ARTICLE III	JOB OPENINGS, TRANSFERS & PROMOTIONS	37
ARTICLE IV	WORK YEAR AND HOURS -----	39

ARTICLE V	SALARY REGULATIONS -----	40
ARTICLE VI	NOTIFICATION OF STATUS -----	42
ARTICLE VII	EVALUATION PROCEDURE -----	43

PART THREE

ARTICLE I	GRIEVANCE PROCEDURE -----	45
ARTICLE II	PROBATION -----	50
ARTICLE III	JOB OPENINGS, TRANSFERS & PROMOTIONS -	51
ARTICLE IV	WORK WEEK, WORK YEAR & HOLIDAYS -----	53
ARTICLE V	SALARY REGULATIONS -----	54
ARTICLE VI	OVERTIME -----	56
ARTICLE VII	MISCELLANEOUS BENEFITS -----	57

Part one

PREAMBLE

This Agreement is entered into this 7 day of FEBRUARY 1983, by and between the TEANECK BOARD OF EDUCATION, (hereinafter referred to as the "Board"), and the TEANECK AIDES ASSOCIATION, (hereinafter referred to as the "Association"), and represents the complete and final understanding on all bargainable issues between the Board and the Association.

This Agreement shall be divided into three separate parts as follows:

- Part One - applicable to all employees in this unit.
- Part Two - applicable only to employees regularly employed by the Board as Aides
- Part Three - applicable only to employees regularly employed by the Board as food service personnel, but excluding the Director of Food Services and the Food Service Managers.

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the majority representative for the purposes of collective bargaining with respect to the terms and conditions of employment for employees regularly employed by the Board as Aides and Food Service Personnel but excluding the Director of Food Services and the Food Service Managers.

B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association.

ARTICLE II

MANAGEMENT AND BOARD RIGHTS

A. The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitation imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, to demote, discharge or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means, and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable Federal agency.

Part one

5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

B. Nothing in the above shall limit the Association directly or indirectly in its duty to fairly represent the membership of the Association and to present: grievances, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

ARTICLE III

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. The Association, as majority representative, shall have the right to represent all personnel regularly employed by the Board of Education as Aides and Food Service Personnel.

The right to representation shall include:

1. The right to act for and to negotiate agreements covering all employees employed as Aides and Food Service Personnel.
2. The right to assist or represent Aides and Food Service Personnel in the processing of grievances under the terms and conditions of the applicable grievances procedure Article of this contract.
3. The right to process grievances on behalf of the Association under the terms and conditions of the applicable grievance procedure Article of this contract.

B. The Association shall have the right, in response to reasonable requests from time to time, to receive available public information concerning the school district.

C. Whenever any representative of the Association, or any Aide or Food Service Personnel is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay or loss of personal days.

Part one

D. The Association shall have the right to use the school buildings at reasonable times during non-school hours for membership meetings. No meeting shall be held without prior approval of the Superintendent of Schools or his designee, who shall be given written notice in advance indicating the time and place of the meeting. The Association shall assume the cost for custodial or other school personnel who are required to remain longer due to the use of school facilities by the Association.

E. The Association, with the approval of the Superintendent of Schools or his designee, shall have the right to use school equipment on site, at reasonable times, when such equipment is not in use. The Association shall provide, at its own expense, all materials and supplies incidental to such equipment use. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

F. The Association, with the approval of the Superintendent of Schools or his designee shall have the right to distribute, through the inter-school mail facilities, a reasonable amount of material dealing with the proper and legitimate business of the Association.

G. The Association shall render every assistance to the Board of Education and administration in implementing the terms and conditions of this contract and discharging the obligations contained herein.

Part one

H. The Association shall be responsible for acquainting its members with the provisions of this Agreement.

I. It is the responsibility of the Association, its members and its representatives to carry out administrative directions regarding Board policies and administrative regulations subject to the understanding that the grievance procedure shall be available under the terms specified in the applicable grievance procedure shall be available under the terms specified in the applicable grievance procedure Article of this contract.

ARTICLE IV

ASSOCIATION PAYROLL DUES DEDUCTIONS

A. The Board of Education agrees to deduct from the salaries of its employees dues for the Teaneck Aides Association, the Bergen County Education Association, the New Jersey Education Association, or any combination of such Associations as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.

B. 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 Teaneck Aides Association, by the fifteenth (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.

C. The Association shall provide the necessary "Check-off authorization" form and deliver the signed forms to the School Business Administrator/Board Secretary. The Association shall indemnify, defend and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability

Part one

that shall arise out of or by reason of action taken by the Board of Education in reliance upon salary deduction and authorization cards submitted by the Association to the Board of Education.

ARTICLE V
AGENCY SHOP

A. REPRESENTATION FEE

The Board agrees to deduct the fair share fee from the earnings of those employees in the bargaining unit as defined in Article I, who elect not to become a member of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Board of Education.

B. COMPUTATION OF FAIR SHARE FEE

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees and assessments of the majority representatives, less the cost of benefits and services financed through the dues and available only to members of the majority representative. The fee shall be 85% of the regular unified membership dues, fees and assessments.

2. The majority representative shall provide thirty (30) days advance written notice to the Board the information necessary to compute the fair share fee for services enumerated above.

3. Any challenge to the fair share fee assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Board and the majority bargaining representative in accordance with law.

Part one

C. PART-TIME EMPLOYEES

1. For the purposes of this Article, part-time employees are defined as those individuals who work less than one half the schedule of full-time employees.

2. Part-time employees will pay a prorata fair share fee as may be provided in the Constitution By-laws or rules and regulations of the bargaining unit representative and/or its affiliated organizations.

D. CHALLENGING ASSESSMENT PROCEDURE

The majority representative agrees to establish a procedure by which non-member employees in the bargaining unit as defined in Article I can, in accordance with law, challenge any assessments.

E. DEDUCTION OF FEE

1. No fees shall be deducted for any employee sooner than:

(a) The Thirtieth (30th) day following the notice of the amount of the fair share fee or the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiations unit.

(b) In no event will any employee in the employ of the Board at the time the agency shop agreement

Part one

becomes effective be required to begin payment of the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

F. PAYMENT OF FEE

The Board shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

G. INDEMNIFICATION

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon fair share and/or agency fee information furnished by the Association, or its representatives.

ARTICLE VI

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member or other individuals covered by this contract shall entitle the Board to terminate the employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII

EMPLOYEE RIGHTS AND PRIVILEGES

A. Neither the Board nor the Association shall discriminate, interfere with, restrain, or coerce any employee covered under this Agreement because of their membership or non-membership in the Association, or because of any lawful activities by such employees on behalf of the Association, or because of a refusal by an employee to participate in any such activities.

B. An employee shall be entitled to two (2) working days written notice of any meeting with the Superintendent of Schools, the Board of Education, or a member of the Board of Education, which could effect the employee's employment.

ARTICLE VIII

JOB OPENINGS, TRANSFERS AND PROMOTIONS

A. The abolishment of any Aide or Food Service Personnel position(s) will be done by appropriate action of the Board of Education and the Association will be notified of such action within thirty (30) days.

B. A reduction in the number of Aide or Food Service Personnel employees will be in reverse order of employment based on employment date; i.e., the last person employed will be the first to be laid off.

C. The date of employment shall be the contract date that the employee began his/her current employment as an Aide or Food Service Personnel. Two separate seniority lists shall be maintained, one for Aides and one for Food Service Personnel.

D. The Board of Education shall have the sole prerogative of assigning and reassigning Aide or Food Service Personnel employees in order to facilitate a reduction in staff.

E. Vacant positions shall first be offered to regularly employed persons before being offered to persons on a seniority list.

F. If, within one (1) calendar year from the date of lay-off, there occurs a vacancy in an Aide or Food Service Personnel

Part one

position(s), either as the result of resignations or an authorized increase in the number of Aide positions or Food Service Personnel positions, said position(s) shall be offered to persons who have been laid off according to the following conditions:

1. Each seniority list shall be divided into two (2) categories; one list for full-time employees and one list for part-time employees. Said lists shall be periodically updated.
2. Probationary employees who are laid off shall not be eligible for a seniority list.
3. An employee must receive a satisfactory evaluation at the time of layoff in order to be placed on a seniority list.
4. A job offering will be made to the employee on the appropriate list with the greatest seniority.
5. In the event of refusal to accept the job offer, or more than one position is to be filled, offering will continue to be made on the basis of greatest to least seniority until the position(s) is filled or the list is exhausted.
6. If an employee refused to accept a position offered he/she will be deleted from the seniority list. He/she may request reinstatement to the list subject to the approval of the Board.

Part one

7. In the event more than one position is open at the time of offering, the employee with greatest seniority will have the choice of positions.

ARTICLE IX

SICK LEAVE

A. Sick leave shall be granted to employees under the provisions of N.J.S.A. 18A:30-1, 18A:30-2, 18A:30-2.1, 18A:30-2.1, 18A:30-3 and 18A:30-4 and as modified by the terms of this contract Article as hereinafter indicated.

B. 1. No doctor's certificate shall normally be required in the event of an absence claimed to be due to personal, family or other medical reasons unless in the opinion of the School Business Administrator/Board Secretary or his designee an abuse of a legitimate purpose for the absence may be taking or has taken place. In such case a doctor's certificate may be required of the individual for the period of the absence in question and/or future similar absences in order to receive salary for the period of such absences.

2. The doctor's certificate, when required, shall state:
- (a) The patient's name.
 - (b) Inclusive dates of absence from work.
 - (c) The medical reasons necessitating the absence, and
 - (d) That the employee did not come to work at the specific direction of attending physician.

C. All personnel shall be entitled to ten (10) personal sick days per school year. Unused sick leave days shall be cumulative.

part one

D. 1. In the event of a prolonged continuous absence due to personal illness (excluding Workmen's Compensation situations), an employee, after using all current and accumulated sick leave days, will have available additional sick leave days equal in number to one half (1/2) of the accumulated sick leave credited to the employee at the beginning of the school year period.

2. In the case of an individual involved in unusual circumstances, the Association may request additional sick leave time for the individual period. The denial of such request by the Board is not a grievable matter.

E. When requested, the Association will assist in investigating any alleged abuses of sick leave time.

F. In lieu of any other unused sick leave or terminal leave benefit, and based upon the following complete and continuous years of service (including Board-approved leaves of absence) in the Teaneck Schools, within sixty (60) days after separation, Aides and Food Service Personnel will be entitled to payment for accumulated unused sick leave since the beginning date of current employment, but not earlier than September 1, 1954, in accordance with the following:

Part one

<u>Salary</u>	<u>Years Service/Benefit</u>		
	<u>10 yrs.</u>	<u>15 yrs.</u>	<u>20 yrs.</u>
0-\$1,999.	\$2.40 per day	\$3.60 per day	\$4.80 per day
\$2,000. - \$5,999.	\$6.00 per day	\$7.20 per day	\$8.40 per day
\$6,000. over	\$9.60 per day	\$10.80 per day	\$12.00 per day

G. To be eligible for the aforementioned benefit, Aides and Food Service Personnel must:

1. Have been actively employed as a full-time employee in the Teaneck Public School system for the number of years noted in Section F above.

2. Have been separated from service with the District under honorable circumstances.

3. Have notified the Superintendent of Schools in writing of his/her intention to leave the District at least sixty (60) days prior to the date of separation.

ARTICLE X

LEAVES OTHER THAN SICK LEAVES

A. Death in the Immediate Family

1. Aides and Food Service Personnel may be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding five (5) calendar days, beginning with the day after death.

2. Immediate family would include wife, husband, son, son-in-law, daughter, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, and grandchildren. If it is found necessary to exceed the allotment indicated, an additional three (3) calendar days will be allowed, but with a deduction of the substitute's minimum daily salary.

B. Death in the Non-Immediate Family

In the case of the death of a relative not mentioned in Section A above, the Aide or Food Service Personnel may be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral. If it is found necessary to exceed the allotment indicated, an additional two (2) days will be allowed but with a deduction of the substitute's minimum daily salary.

C. Death - Other Than Relatives

An Aide or Food Service Personnel may be granted a one (1) working day leave of absence with the deduction of the substitute's

minimum daily salary to attend the funeral.

D. Illness in Immediate Family

1. A total of three (3) days per year will be allowed without loss of pay for illness in the immediate family.

2. An Aide or Food Service Personnel may use such leave when his/her attendance is required upon a member of the immediate family who is seriously ill and no person other than the Aide or Food Service Personnel is available to such purpose. Upon returning to school, the Aide or Food Service Personnel shall submit in writing to the Superintendent the reason(s) why such attendance was required. If the Superintendent is not satisfied with said written statement, he/she may require a physician's certificate from the Aide or Food Service Personnel.

E. Quarantine

No deduction will be made for an Aide or Food Service Personnel who is well but quarantined in the home. When submitting Report of Absence for quarantine, satisfactory evidence must appear on or accompany the report.

F. Personal Business

1. Personal business is defined as leave used for any reason except recreation, rest or recuperation, any venture resulting in remuneration for services rendered by an Aide or Food Service Personnel, or any other person provided for elsewhere in this Agreement.

Part one

2. For the 1982-83 school year an aide shall have available each school year two (2) personal business days without loss of pay and without prior approval. During the 1983-84 and 1984-85 school years an employee shall have available each school year three (3) such personal business days without loss of pay and without prior approval.

3. Any personal business day taken immediately prior or subsequent to a holiday or vacation must be approved by the Superintendent of Schools.

4. Personal business days available under this contract but unused shall accumulate, for the following purpose only:

Immediately prior to separation from the Teaneck Schools, Aides will be entitled to payment for accumulated unused personal days since the beginning date of this contract. Payment shall be made in accord with the terms of Article IX, paragraph F.

G. Witness in Court

Aides or Food Service Personnel may be absent without loss of pay, when the absence is in obedience to legal process. "Legal Process" shall mean Summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case in which the person is not a party and also such that the individual has no option but to appear. When submitting Report of Absence for court compliance, satisfactory evidence must appear on or accompany the report.

ARTICLE XI

INSURANCE BENEFITS

A. The Board will provide hospital, surgical and Major Medical coverage in accordance with the terms and conditions of offering and providing such coverage as may be determined by the Board's designated insurance carriers, for employees requesting such coverage, at no cost to the employee. For those employees electing to secure coverage for their dependents, in accordance with the terms and conditions for providing such coverage as may be determined by the Board's designated insurance carriers, the Board will pay for the cost of such coverage, at no cost to the employee.

The employee acknowledges that he/she is obligated to inform the Board within thirty (30) days whenever any change occurs in his/her, or his/her dependents' status as it relates to this coverage. Failure to do inform the Board may result in Board refusal to continue any coverage for the employee.

B. The Board will provide dental coverage for employees requesting such coverage in like manner with like coverage benefits as may be provided other Board employees.

C. The Board will provide a prescription coverage plan.

Part one

D. Nothing in this Article shall limit the right of the Board to change insurance companies, provided the coverage shall be substantially the same.

ARTICLE XII

PRINTING OF AGREEMENT

This Agreement shall be printed in a manner and form mutually agreeable. The costs of such printing shall be shared equally by the Board and the Association.

ARTICLE XIII

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1976, in a good faith effort to reach agreement on all matters concerned with terms and conditions of an Aides' and Food Service Personnel's employment. A request for such negotiations to begin shall be initiated in writing by either party, no sooner than September 1 nor later than October 1 of the year preceding the year in which this Agreement expires. Negotiations shall commence within three (3) weeks after the initial request has been made. Upon approval and adoption by the Board and of ratification by the members of the Association, the Agreement shall be signed by the duly authorized representatives of the respective parties.

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

C. The Board agrees to make available to the Teaneck Aides Association, upon reasonable request, all public data and information.

ARTICLE XIV

SEPARABILITY AND SAVINGS

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

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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 signed this Agreement.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall become effective September 1, 1982, and continue in full force and effect through August 31, 1985. Negotiations on a successor contract, if desired by either party, shall commence in accordance with Article XIII.

TEANECK AIDES ASSOCIATION

Louise Jansone
President

Nancy A. Orley
Secretary

Date: 1/25/83

TEANECK BOARD OF EDUCATION

J. G. Gossier
President

John J. [Signature]
Secretary

Date: 2/7/83

TEANECK AIDES ASSOCIATION AGREEMENT

PART TWO

This part applicable only to employees
regularly employed by the Board as Aides

ARTICLE I
GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of Board policies, administrative decisions or this Agreement, which affects the terms and conditions of employment and may be raised by an individual, the Association or the Board.

B. The term "grievance" and the procedure established for the processing of a grievance shall not be deemed applicable in the following instances:

1. In matters of initial salary guide and initial salary step determinations and assignments;
2. In matters of selection for promotion as it pertains to seniority;
3. In matters involving dismissal of probationary employees.

C. Procedure

1. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him/her at any step in his/her appeal. Whenever the employee appears with a representative, the Board or its representative shall have the right to designate a representative to participate at any step in the grievance procedure.

Part two

2. An employee shall not lose pay for time spent during his/her regular working hours at the following steps of the grievance procedure.

3. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. 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.

5. The time limits specified in Section D may be adjusted by mutual consent of the parties.

6. It is understood that employees shall, during and notwithstanding the 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.

7. Any grievance filed which has not been settled prior to the termination of this Agreement, together with all grievance procedures pertaining thereto, shall survive the termination of this Agreement.

D. Steps

1. An employee having a grievance shall present it to his/her immediate superior within fifteen (15) working days after the happening of the grievable event. An answer will be submitted within five (5) working days. Any grievance not presented within fifteen (15) days, shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:

- a. the nature of the grievance;
- b. the results of the discussion with the immediate superior;
- c. the basis of his/her dissatisfaction with the determination; signed by the employee and presented to the Director of Elementary or Secondary Education (depending upon the employee's assignment), with a copy to the immediate superior within five (5) working days. An answer in writing will be submitted within five (5) working days, after a hearing involving all parties.

3. If the employee is dissatisfied with the answer or in the event no answer is received within five (5) working days the employee may appeal, in writing, within five (5) working days

Part two

thereafter, to the Superintendent of Schools with copies to the Director and the immediate superior. An answer will be submitted within five (5) working days after a hearing involving all parties.

4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within five (5) working days thereafter, to the Board of Education, with copies to the Superintendent of Schools, Director and immediate superior. An answer will be submitted within twenty (20) calendar days after a hearing involving the parties.

5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days, the employee will have the right to appeal within five (5) working days whenever the grievance alleges specific violations of this Agreement including past practice and concerns mandatorily negotiable conditions of employment. Said appeal will proceed to binding arbitration. All other grievances will end at Board level.

a. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. In formulating his decision, the arbitrator shall adhere to the statutory

law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.

b. The cost for the services of the arbitrator shall be borne by the parties equally. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

6. In the event of an order, ruling determination by a party other than the immediate superior any grievance would start with the person making such order, ruling or determination, to wit:

- a. Director of Elementary or Secondary Education;
- b. Superintendent of Schools;
- c. Board of Education.

ARTICLE II

PROBATION

A. All employees shall be considered as probationary employees during their first calendar year under contract. Upon successful completion of his/her probationary period, at the beginning of the second year the probationary employee becomes a regular employee.

B. Probationary employees may be terminated at any time for any reason whatever at the sole discretion of the Board, without being automatically entitled to any severance pay. They shall not be entitled to utilize the provisions of the grievance procedure in matters regarding termination. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

ARTICLE III

JOB OPENINGS, TRANSFERS AND PROMOTIONS

A. Employees will be notified and may apply for all job openings, transfers and promotions involving positions for Aides.

1. Employees and the Association will be notified through the posting of a notice on the school bulletin boards.

2. Interested employees must notify the specified individual within three (3) working days after the posting of the notice.

B. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants.

C. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration may be given to the applicant with employment seniority.

D. The parties recognize that the ultimate responsibility of making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel, as determined in the Board's best judgment.

Part two

E. The administration shall have the right to assign any Personnel to fill any position or perform any work task on a temporary basis. A temporary basis is defined as not exceeding forty-five (45) working days in duration.

ARTICLE IV

WORK YEAR AND HOURS

A. The work year of Aides shall coincide with the teacher work year as contained in the school calendar adopted by the Board of Education for the term of this Agreement.

B. The work week of full-time Aides shall be thirty-five (35) hours with a daily lunch period equal to that of teachers in the building to which the Aide is assigned.

C. The work week of part-time Aides shall be that established by the Board for the part-time position.

D. Aides when required, shall participate in faculty meetings or other meetings or assignments during the regular school hours. Part-time Aides, if required to remain beyond regular work hours, shall be paid at their regular hourly wage pro-rata.

E. Aides will receive overtime pay at one and one-half (1 1/2) times their normal hourly rate when required to work in excess of the thirty-five (35) hour work week.

F. No overtime work may be performed or compensated for unless authorized and approved by the Administrator in charge.

ARTICLE V

SALARY REGULATIONS

A. Salary rate will be determined at the time of employment in accordance with the salary guide contained herein and marked "Schedule A".

B. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

C. The Superintendent of Schools shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

D. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding.

E. The withholding of an increment and/or adjustment shall be subject to the Grievance Procedure.

F. Employment and re-employment of Aides shall be on the basis of one (1) year or less.

G. The differentials between the Primary Aides and Intermediate Aides shall be eliminated by moving the Intermediate Aides only, up to par with the Primary Aides in 1982-83. The

Part two

Library Aides, Office Aides, Primary Aides II and Instructional Aides shall be moved to par with Primary Aides effective 1983-84. The cost of these adjustments shall not be charged as part of the agreed upon percentage of increase.

H. For the school year 1984-85 the salary guide effective September 1, 1984 shall be equal to the salary guide in effect on February 1, 1984 plus an amount equal to the percentage increase in the CPI-W (New York-North Eastern New Jersey) from February, 1983 to February, 1984. In no event shall the percentage increase applied to this guide be less than 7 1/2% or more than 9 1/2% total which includes increments. The scattergram used to construct schedule-(1984-85 salary guide) shall be the scattergram in effect on January 31, 1984.

ARTICLE VI

NOTIFICATION OF STATUS

A. On or before April 30th of each school year, the Board shall notify each Aide employed on or before the preceding September 1st, in writing, that the Aide will be:

1. Employed for the subsequent school year, OR,
2. Not employed.

B. Such notification shall be done, subject to the following conditions:

1. That the Association and the Board have negotiated, approved, and ratified a contract for the subsequent school year; not later than March 1st, or are in the midst of such negotiations on March 1st;

2. That such notification shall not restrict the Board's right to subsequently establish or abolish positions, assign or re-assign personnel, subject to the terms of this contract, and to so notify the affected Aides within a reasonable time after taking such action.

ARTICLE VII

EVALUATION PROCEDURE

A. Observations of the work performance of Aides shall be conducted periodically at the discretion of the administration. Such observations shall be conducted openly.

B. Written evaluations shall be prepared by the Principal for each Aide not later than April 1st of each school year. Prior to preparing the written evaluation, the Principal shall, in applicable situations, confer with the teacher with whom the Aide is working regarding the work performance of the Aide. Each Aide shall receive a copy of his/her written evaluation.

C. An Aide may request and shall be granted a conference with his/her Principal to discuss the evaluation. Such a conference shall be granted within ten (10) working days.

D. The Aide is required to sign his/her evaluation form at the time he/she receives his/her copy. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

E. An Aide may make a written response to his/her evaluation or any part thereof. Such response must be made written ten (10) working days after he/she has received his/her copy of

Part two

the evaluation. A copy of the response shall be attached to each copy of the evaluation.

F. Evaluations shall become part of the permanent personnel file of each employee.

G. Evaluations shall be done for probationary employees prior to the conclusion of their probation period. This is in addition to any other evaluation. This evaluation shall be a part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.

H. The evaluations shall be a part of the basis upon which a determination shall be made regarding the Aide's annual salary increment and/or adjustment.

I. Criteria and forms used in the evaluation shall be prepared by the Superintendent of Schools or designee. Said criteria and forms shall be discussed with designated representatives of the Aides Association prior to their use in the evaluation of Aides.

TEANECK AIDES ASSOCIATION AGREEMENT

PART THREE

This Part applicable only to employees
regularly employed by the Board as Food
Service Personnel

ARTICLE I
GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of Board policies, administrative decisions, or this Agreement, which affects the terms and conditions of employment and may be raised by an individual, the Association or the Board.

B. The term "grievance" and the procedure established for the processing of a grievance shall not be deemed applicable in the following instances:

1. In matters not covered by the terms of this Agreement;
2. In matters of initial salary guide and salary step determinations and assignments;
3. In matters of temporary job transfers of assignments;
4. In matters of selection for promotion as it pertains to seniority;
5. In matters where the Board or its representatives are without authority to act;
6. In matters involving probationary employees, including dismissal.

C. Procedure

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his appeal.

Part three

Whenever the employee appears with a representative, the Board or its representatives shall have the right to designate a representative to participate at any step in the grievance procedure.

2. An employee shall not lose pay for time spent during his regular working hours at the following steps of the grievance procedure.

3. Saturdays, Sundays, and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. 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.

5. The time limits specified in Section D may be adjusted by mutual consent of the parties.

6. It is understood that employees shall, during and notwithstanding the 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.

D. Steps

1. An employee having a grievance shall present it to his/her Manager within five (5) working days after the occurrence of the event from which the grievance arises. An answer will be submitted within three (3) working days. Any grievance not presented within five (5) days shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer the grievance shall be put in writing specifying:

- a. the nature of the grievance;
- b. the results of the discussion with the Manager;
- c. the basis of his/her dissatisfaction with the determination; signed by the employee and presented to the Director of Food Services, with a copy to the Manager, within three (3) working days. An answer will be submitted, in writing, within five (5) working days, after a hearing involving all parties.

3. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal, in writing, within three (3) days thereafter, to the School Business Administrator/Board Secretary with copies to the Director of Food Services and the Manager. An answer will be submitted within five (5) days after a hearing involving all parties.

Part three

4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within three (3) working days thereafter, to the Board of Education, with copies to the School Business Administrator/Board Secretary, Director of Food Services and the Manager. An answer will be submitted within twenty (20) calendar days after a hearing involving all parties.

5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days, the employee will have the right to appeal within five (5) working days whenever the grievance alleges specific violations of this Agreement including past practice and concerns mandatorily negotiable conditions of employment. Said appeal will proceed to binding arbitration. All other grievances will end at Board level.

a. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.

b. The cost for the services of the arbitrator shall be borne by the parties equally. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Part three

6. In the event of an order, ruling or determination by a party other than the immediate Manager, any grievance would start with the person making such order, ruling or determination, to wit:

- a. Director of Food Services
- b. School Business Administrator/Board Secretary
- c. Board of Education

Part three

ARTICLE II

PROBATION

A. All employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended at the sole discretion of the Board for a period not to exceed an additional ninety (90) days.

B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

ARTICLE III

JOB OPENINGS, TRANSFERS AND PROMOTIONS

A. Employees shall be notified and may apply for all job openings, transfers and promotions.

1. Employees shall be notified through the posting of a notice on the Cafeteria Kitchen bulletin boards.

2. Interested employees must notify the specified individual within three (3) working days after the posting of the notice.

B. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants.

C. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration shall be given to the applicant with employment seniority.

The parties recognize that ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

D. The Director of Food Services shall have the right to assign any personnel to fill any position or perform any work task on a temporary or permanent basis.

Part three

E. The Director of Food Services shall have the right to make any change in job schedules or work routines as he/she may determine necessary for the best functioning of the Department.

ARTICLE IV

WORK WEEK, WORK YEAR AND HOLIDAYS

The work week, year and holiday schedule for Food Service Personnel shall be the same as that for other ten-month non-certificated personnel. To wit, the work year shall begin on September 1 and end on June 30.

ARTICLE V
SALARY REGULATIONS

A. Placement at the proper salary level will be determined at the time of employment.

B. In determining such salary level, the Director of Food Services may grant credit for similar work experience outside the school system.

C. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

The School Business Administrator/Board Secretary shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure.

D. Employment and reemployment of Food Service Personnel shall be on the basis of one (1) year or less.

Part three

E. Employees working in a higher classification for a full scheduled day will be paid at the appropriate rate of pay for that classification.

F. Salary Schedule - See Schedule B.

ARTICLE VI

OVERTIME

A. Overtime work is an inherent part of the Food Service operation and, as such, may be required of all Food Service Personnel.

B. Overtime work is any work performed on a day and/or at a time during which the employee is not regularly scheduled to work.

C. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the normal hourly rate.

D. No overtime work may be performed or compensated for unless it has been authorized and approved by the Director or Manager.

ARTICLE VII

MISCELLANEOUS BENEFITS

A. Car Allowance

Personnel who are authorized to use their private vehicles for Departmental business will be reimbursed at the rate of twenty two (22) cents per mile. Commencing September 1, 1982, the mileage reimbursement rate will be twenty two (22) cents per mile.

B. Uniforms

Personnel will receive two (2) uniforms. In addition, personnel will receive an allowance of Twenty-five (\$25.00) dollars per year toward the purchase of appropriate shoes.

C. Break Time

Personnel working six (6) or more regularly scheduled hours per day will be entitled to two (2) ten minute break periods as assigned by the Food Service Manager. Personnel working less than six (6) hours but more than three (3) hours per day shall receive one (1) ten minute break period. Personnel working less than three (3) hours per day shall not be entitled to any breaks.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year first above written.

TEANECK AIDES ASSOCIATION

by: Louise Savarone

Witness:

Nancy A. Orley

Date: 1/25/83

TEANECK BOARD OF EDUCATION

by: J. G. ...

[Signature]

Date: 2/7/83

TEANECK BOARD OF EDUCATION

Teaneck Aides Association

RE: 1982-1985 AGREEMENT

Gentlemen:

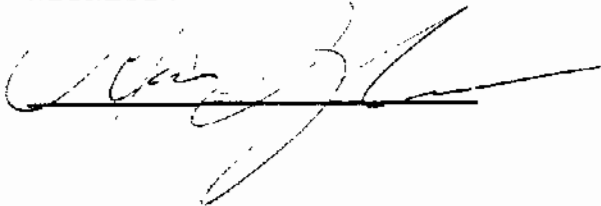
Pursuant to the Memorandum of Understanding signed by the parties on October 5, 1982, the Teaneck Board of Education, by this letter, hereby agrees that the job description for Food Service Personnel shall not include as part of the regular duties and responsibilities the handling of garbage.

This Agreement shall be effective as of the 7 day of February, 1983.

TEANECK BOARD OF EDUCATION

BY: 

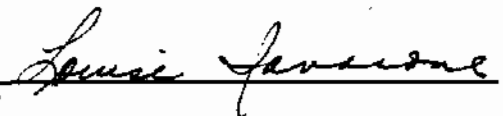
WITNESS:



TEANECK AIDES ASSOCIATION

WITNESS:

Nancy A. O'Leary

BY: 

TEANECK PUBLIC SCHOOLS
AIDES
SALARY GUIDE

SCHEDULE A

		<u>Effective</u>				
		<u>Sept.</u> <u>82</u>	<u>Feb.</u> <u>83</u>	<u>Sept.</u> <u>83</u>	<u>Feb.</u> <u>84</u>	<u>Sept.</u> <u>84</u>
Noon Hour Aides (at 1½ hours daily)	Step 1	\$1,857.	\$1,876.	\$2,026.	\$2,067.	*
	Step 2	1,912.	1,931.	2,085.	2,127.	
	Step 3	1,995.	2,015.	2,176.	2,220.	
Primary Aides, Special Service Aides, Ass't. to Librarian, A-V Aides, & Intermediate Aides	Step 1	7,455.	7,530.	8,132.	8,295.	
	Step 2	7,726.	7,803.	8,427.	8,596.	
	Step 3	8,025.	8,105.	8,753.	8,928.	
Library Aides, Office Aides, Primary Aides II, and Instructional Aides	Step 1	6,911.	6,980.	(To be eliminated in 1983-84. All Aides on this Guide move up to the "Primary Aide" guide.)		
	Step 2	7,153.	7,225.			
	Step 3	7,400.	7,474.			
% Increase Applied:		6.71%	1.0%	8.0%	2.0%	

* "For the school year 1984-85 the total salary expenditures for the Aide staff as of January 31, 1984 shall be increased by a percentage equal to the percentage increase in the CPI - W (New York - metropolitan New Jersey) from February, 1983 to February, 1984. In no event shall the percentage increase applied to the guide be less than 7½% or more than 9½%.

All steps on guide will be increased by a percent equal to the total percent increase minus the percent value of increment.

TEANECK PUBLIC SCHOOLS
FOOD SERVICE
SALARY GUIDE

SCHEDULE B

<u>Food Service</u> - All figures are per hour.	Effective				
	<u>Sept.</u> 82	<u>Feb.</u> 83	<u>Sept.</u> 83	<u>Feb.</u> 84	<u>Sept.</u> 84
SCHEDULE #1 - <u>COOKS</u> (40 Hour Work Week)					
1st year	\$5.23	\$5.28	\$5.70	\$5.81	*
2nd year	5.43	5.48	5.92	6.04	
3rd year	5.63	5.69	6.15	6.27	
4th year	5.84	5.90	6.37	6.50	
5th year	6.04	6.10	6.59	6.72	
SCHEDULE #2 - ASSISTANT COOKS AND CASHIERS, FOOD PREPRATION, COUNTER AND ELEMENTARY SCHOOL LUNCH WORKERS, STOCK CLERKS, POTWASHERS <u>AND DISHWASHERS.</u>					
1st year	4.27	4.31	4.65	4.74	*
2nd year	4.42	4.46	4.82	4.92	
3rd year	4.54	4.59	4.96	5.06	
4th year	4.67	4.72	5.10	5.20	
5th year	4.82	4.87	5.26	5.37	

* "For the school year 1984-85 the total salary expenditure for the Food Service staff as of January 31, 1984 shall be increased by a percentage equal to the percentage increase in the CPI - W (New York - metropolitan New Jersey) from February, 1983 to February, 1984. In no event shall the percentage increase applied to the guide be less than 7½% or more than 9½%.

All steps on guide will be increased by a percent equal to the total percent increase minus the percent value of increment.

