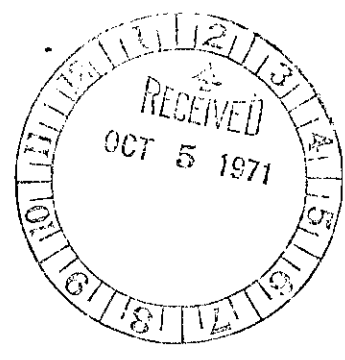


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E.A.A. - N.J.E.A.



AGREEMENT
1971-1973
Between Englewood
Aides Assn. and
Englewood Board of Ed

THE ENGLEWOOD BOARD OF EDUCATION

DR. A. HARRY PASSOW, PRESIDENT

DR. JEANNE A. SMITH, VICE PRESIDENT

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MR. FRANCIS A. GARRITY, ASSISTANT SUPERINTENDENT

MR. JOSEPH P. McMANEMIN, CONSULTANT

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THIS AGREEMENT entered into this fourth day of October, 1971 between the Board of Education of the City of Englewood, hereinafter the "Board" and the Englewood Aides Association, hereinafter the EAA.

WITNESSETH

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

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

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

NOW THEREFORE it is agreed as follows;

Article 1

RECOGNITION

1.0 The Board hereby recognizes the EAA as the exclusive representative for collective negotiations concerning terms and conditions of employment for all personnel classified as aides including: instructional aides, lunchroom aides, library aides, clerical aides, and part-time clerical aides.

1.1 Unless otherwise indicated the term "Aide" herein shall refer to all persons in the unit above defined.

Article 2

NEGOTIATION PROCEDURE

2.0 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public laws 1968, in good faith effort to reach agreement on all matters concerning the terms and conditions of Aides' employment. A request for such negotiations to begin shall be initiated in writing by either party any time after the official opening of the school year covered by this agreement. Negotiations shall commence within three (3) weeks after the initial request has been made. Any agreement so negotiated shall apply to all Aides, be reduced to writing, be signed by the Board and EAA, and be adopted by the Board.

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

2.2 When the parties mutually determine that a meeting shall be scheduled during the school day, the aides involved shall suffer no loss in pay. All meetings between the parties for purpose of negotiation shall be scheduled, whenever possible, to take place when aides involved are free from assigned educational responsibilities.

2.3 The parties agree to supply each other for inspection and copying all requested and pertinent records, data, and budgetary information as it becomes available to the respective parties.

Article 3

GRIEVANCE PROCEDURE

3.0 Definitions

3.01 A "grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an aide. The term "grievance", however, and the procedure hereinafter set forth relative thereto, shall not be deemed applicable to the instance of a failure or refusal of the Board to renew the contract of an aide during the first three years of service. In such instance, an informal conference to discuss the reasons for such failure or refusal with the principal involved, the Superintendent of Schools, or both, will be granted upon the request of the individual aide. After such conference the Board of Education will hear an appeal upon request of the individual aide. The Board may designate a member or members to hear the appeal. At such aide's option, an E.A.A. representative may be present at such conference or conferences.

3.02 An "aggrieved party" is the EAA aide or aides making the appeal.

3.03 A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the appeal.

3.1 Purpose

3.11 The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting aides.

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

3.2 Procedure

3.21 Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended however by mutual agreement.

3.22 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. Any grievance filed which has not been settled prior to the termination of this Agreement, together with all grievance procedures pertaining thereto, survive the termination of this Agreement.

3.23 Level One

An aggrieved party may (a) first discuss the grievance informally with his principal or immediate superior or (b) discuss such grievance with his principal or immediate superior through the EAA's designated representative with the objective of resolving the matter informally.

3.24 Level Two

If the aggrieved party is not satisfied with the disposition of his grievance discussed at Level One, he may file the grievance in writing with the EAA. The EAA may present such written grievance to the aggrieved party's principal or immediate superior for resolution within ten (10) school days of receipt of same. The aggrieved party's principal or immediate superior shall issue his written decision within ten (10) school days of receipt of same.

3.25 Level Three

If the aggrieved party is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the written grievance was submitted to the aggrieved party's principal or immediate superior, he may request that the EAA submit his grievance to the Superintendent of Schools. The EAA may submit the grievance to the Superintendent of Schools within ten (10) school days after receipt of such request. In connection with this procedure, the EAA may request of the Superintendent of Schools and shall receive any available records, data, and other information relevant to the grievance being processed. The Superintendent of Schools shall issue his written decision with fifteen (15) school days of receipt of the grievance.

3.26 Level Four

If the aggrieved party is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after reaching the Superintendent of Schools, the aggrieved party may request that the EAA request a hearing of the Board. The EAA's request shall be in writing setting forth its reasons and be transmitted to the Superintendent of Schools who shall attach related papers, including copies of those requested by the E.A.A., and forward the request to the Board. The Board shall hear the grievance within fifteen (15) school days. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within ten (10) school days from the date of the close of the hearing setting forth reasons for its decision. Copies of such decision shall be transmitted to the aggrieved party and the EAA within five (5) days from the date that the decision was rendered by the Board.

3.30 If the aggrieved party is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within fifteen (15) school days after the Board hearing, the aggrieved party may request that the EAA submit the grievance to arbitration. If submitted to arbitration either party may request a list of arbitrators from the American Arbitration Association. The Board and the EAA shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator. Arbitration shall begin as quickly as possible, dependent upon the availability of the arbitrator.

3.31 The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and decision on the issues submitted. As to those grievances which involved decision of the meaning or interpretation of the language of this Agreement, the arbitrator's decision shall be final and binding on the parties. As to all other grievances covered by this Article, the arbitrator's decision shall be advisory only. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law involving Board discretion or policy under its rules and regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

3.32 The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the EAA.

3.4 The EAA shall have the right to be present and to state its views at all stages of the grievance procedure except an unwritten Level One grievance.

3.5 If, in the judgment of the EAA, a grievance effects a group or class of aides, the EAA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Three. The EAA may process such a grievance through all levels of the grievance procedure provided it is a class action even though the aggrieved party does not wish to do so.

Article 4

AIDE'S COMPENSATION

4.0 It shall be clearly understood by both parties that the salary schedules (e.g. designated as Appendix 1 included in this agreement) do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment increment or adjustment increment. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

4.01 Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the Aide to be so deprived shall be put on notice of this recommendation.

4.02 Arrangements shall be made to afford said Aide a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.

4.03 The Board will not take necessary formal action until a date subsequent to the above meeting.

4.04 If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, given written notice of such action, together with the reasons therefor, to the employee concerned.

4.1 Aides shall be paid every other Friday during the regular school year. When a payday falls on or during a school holiday or vacation, aides shall receive their paychecks on the last previous working day.

Article 5

AIDE'S WORK YEAR AND WORK DAY

5.0 The in-school work year for all Aides employed on a ten (10) month basis (September 1st through the following June 30th) shall not exceed a total of one hundred eighty five (185) work days, including:

5.01 One hundred and eighty (180) regular student attendance days.

5.02 Optional Emergency Days as needed - (an Emergency Day is one on which the schools are officially closed by the superintendent and Aide attendance is not required).

5.03 Three (3) Orientation Days prior to the opening of the school year in September.

5.1 If the optional Emergency Days are not used, they will be subtracted from the Aide in school work year total at the end of the school year.

5.2 The in-school work year shall not be less than one hundred and eighty (180) days excluding the orientation days referred to in paragraph 5.03 of this Article.

5.3 Any additional days attendance for ten (10) month employees prior to September 1st or after June 30th in the school year shall be compensated on a prorated per diem basis of each Aide's salary for the ensuing school year.

5.4 Aides may be expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to clock-in or clock-out by hours or minutes. For safety purposes, however, and unless other arrangements are made with the individual building principals, aides are expected to be in the school building fifteen minutes before the official arrival time of students at the beginning of the school day and to remain in the school building at the end of such day fifteen minutes after the students have been dismissed.

5.5 The provisions of this article shall not apply to part time clerical aides and lunchroom aides.

Article 6

SICK LEAVE

6.0 All aides employed shall be entitled to ten days sick leave each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

6.1 In addition one cumulative sick leave day shall be granted to any aide employed in the Summer School program.

6.2 Aides shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

6.3 Whenever an aide is absent because of illness for a duration of time which extends beyond the total of the current annual allowance and the days accumulated to the aide's credit, such aide shall receive partial payment for each day of extended absence. The amount of partial payment shall be the difference between the aide's daily compensation, computed as 1/200th of the annual salary, and the prevailing daily rate established by the Board of Education for the payment of substitutes, with the following limitations and provisions:

6.31 This extension of partial payment does not usually apply to an aide who has not completed three years of service but may be brought to the Board of Education by the Superintendent for special consideration.

6.32 For an aide who has been in the employ of the Board of Education five years or less, the number of days of partial payment beyond the accumulation shall be limited to twenty days.

6.33 For an aide who has been in the employ of the Board of Education more than five years but less than ten, the number of days of partial payment beyond the accumulation shall be limited to forty days.

6.34 The case of any aide whose absence due to illness, extends beyond the limits designated in the above paragraphs of this section may be brought to the Board of Education by the Superintendent for special consideration.

6.4 In cases of sick leave extensions as requested under this section, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

6.5 Payment for sick leave for service connected disability shall be in compliance with 18A: 30-2.1.

6.6 The Board may grant, upon one year's prior written notice or retirement, an additional salary increment for the last year of employment equal to a maximum of \$600. To be eligible for such increment, the individual aide must have consistently been employed in the Englewood Schools for the ten years immediately preceding retirement and shall have accumulated unused sick leave days of no less than thirty. Said increment may be granted upon the recommendation of the Superintendent of Schools.

6.7 This article will not apply to lunchroom aides and part-time clerical aides working less than twenty (20) hours per week, except in the case of part-time clerical aides who are presently employed.

Article 7

EMERGENCY LEAVES

7.0 The Board and E.A.A. recognize that personal emergencies arise from time to time which by their very nature interfere with or render impossible an aide's attendance to her responsibilities. Because of the burden that emergencies place on both the individual aide and the school system, the Board in the past has established the concept of temporary leaves of absence for emergencies which cannot be anticipated or handled during off hours, weekends or school holidays and has attempted to insure the availability of skilled substitute aides to minimize the effect of regular aide's absence during the emergency. The Board and E.A.A. recognize, however, that the detrimental effect of a regular aide's absence from class can never be completely eliminated, regardless of the degree of competence of the substitutes provided. Accordingly, they agree that every effort should be made to keep such absences to a minimum.

7.1 In order to insure as much continuity as possible, an aide shall apply for emergency leave with as much advance notice as the situation reasonably allows. Application should be made by the aide, or a person designated by him, on forms obtainable in his principal's office and a copy immediately transmitted to the office of the Superintendent of Schools for action on the request.

7.2 All applications for reasonable leave in connection with death or serious illness in the immediate family will be granted with full compensation. In this regard the Board and E.A.A. agree that except when unusual circumstances call for either a longer or shorter period, five (5) days of leave in connection with death in the immediate family and three (3) days of leave in connection with illness in the immediate family and one day's leave in connection with the death of other relative or close friend shall be considered reasonable.

7.3 With respect to applications for emergency leaves involving, but not limited to, death of close friends of other than immediate family, extended illness of the individual aide or emergencies of a personal nature, the Superintendent shall allow said leave with full salary or any portion thereof. The Superintendent's action on an individual request will depend on the reason for the absence and the aide's statement of the circumstances giving rise to the emergency. Up to five (5) days per year in this category shall be granted by the Superintendent with full salary. One of the days included in this provision shall not require that the aide state the reason for taking such leave.

7.4 This article will not apply to lunchroom aides and part-time clerical aides working less than twenty (20) hours per week, except in the case of part-time clerical aides who are presently employed.

Article 8

EXTENDED LEAVES OF ABSENCE

8.0 Extended leaves of absence without pay may be granted by the Board upon request for good reason, including but not limited to:

8.01 Engaging in activities of the E.A.A. or its affiliates.

8.02 Joining the Peace Corp, Vista, National Teachers Corps.

8.03 Serving in the Armed Forces of the United States.

8.1 Application for leave shall, when possible, be made on or before November 15 of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following.

8.2 Upon returning from leave granted under section 8.0 of this article, an aide shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

8.3 Extended leaves of absence without pay may be granted by the Board for the care of a sick member of the aide's immediate family. Applications for such leaves shall be made with as much advance notice as possible.

8.4 Extended leaves of absence without pay may be granted to aides in the case of pregnancy. An aide shall notify the Superintendent of Schools of her pregnancy as soon as it is medically confirmed. Aides who have completed three (3) years of service shall, and aides with less than three (3) years of service may, be granted leave commencing three (3) months prior to the anticipated date of the birth of the child and terminating at the beginning of the next school year following such birth. Upon the recommendation of the Superintendent, the approval of the Board, and with the consent of her physician, an aide may commence or terminate such leave at an earlier or later date than provided herein.

8.5 Any female aide adopting a child five (5) years of age or younger may receive similar leaves which shall commence upon her receiving custody of the child or earlier if necessary to fulfill the requirements of adoption.

8.6 All benefits to which an aide was entitled at the time a leave of absence commenced under this Article, including unused accumulated sick leave, shall be restored upon return.

8.7 This article will not apply to lunchroom aides and part-time clerical aides working less than twenty (20) hours per week, except in the case of part-time clerical aides who are presently employed.

Article 9

INSURANCE PROTECTION

9.0 The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each aide while actively employed or on leave, and in cases where appropriate for family-plan insurance coverage.

9.1 For each aide who remains in the employ of the Board for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums in behalf of the Aide shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

9.2 The health insurance carrier shall be the N.J. State Health Benefits Insurance Plan and the carrier shall not be changed except by mutual agreement of the E.A.A. and the Board.

9.3 The Board shall study the feasibility of continuing health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the E.A.A.

9.4 The Board shall provide to each Aide a description of the conditions and limits of coverage as listed above.

9.5 Any aide on leave who desires a change in insurance coverage may request such change and pay for the additional cost of such change during the time that said leave is in effect.

9.6 If a newly hired aide already has insurance coverage, or if said aide secures comparable insurance with a company, the Board agrees to reimburse the aide up to the premium of the State Plan for comparable coverage until insured under the State Plan provided by the Board.

9.7 Only aides entitled to benefits under the N.J. State Health Benefit Insurance Plan will benefit from any of the provisions of this article.

Article 10

DEDUCTION FROM SALARY

10.0 The Board agrees to deduct from the salaries of its aides dues for the Englewood Aides Association, and the New Jersey Education Association as said aides individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 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 Englewood Aides Association 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.

10.1 Aides desiring payroll deduction of organization dues should submit a signed and dated authorization statement to the Secretary of the Board of Education setting forth the following information:

- a. Name of employee
- b. Social security number
- c. School district name (Englewood)
- d. School building
- e. Organization choice (s)
- f. Total amount to be deducted for the fiscal school year.

In addition, the authorization statement should contain the following information:

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be

paid to such person as may from time to time be designated by the local association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment, the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefor. I designate the EAA to receive dues and distribute them according to the organization(s) indicated.

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

10.3 Additional authorization for dues deduction may be received at any time under rules and regulations established by the New Jersey State Department of Education.

10.4 Any written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

10.5 Payroll Savings Plan

Each aide may individually elect to have up to 10% of his salary deducted from his pay. These funds shall be deposited within ten (10) days from the date of pay period to the East Bergen Teachers' Federal Credit Union, 610 Palisade Avenue, Englewood Cliffs, N.J.

Article 11

EMPLOYEE IMPROVEMENT

11.0 In an attempt to provide the most efficient and economical work force possible, the Board agrees:

11.1 To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions or other such sessions which an employee is required by the administration to take. Said employee shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day at his regular rate.

11.2 To cooperate with the Association in arranging in-service courses,

workshops, and programs designed to improve the quality of work performed by its employees. In-service programs shall be conducted during the normal workday when possible. All such programs conducted after the normal workday or during normal non-working time shall be compensated for at the employee's regular rate.

11.3 To pay fifty (50) per cent of the cost of tuition for job related courses taken voluntarily.

Article 12

FAIR DISMISSAL PROCEDURE

12.0 Any aide not being re-employed will be given a written statement of reasons therefor.

Article 13

MISCELLANEOUS PROVISIONS

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

13.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

13.2 Any individual contract between the Board, an individual aide heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

13.3 Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all aides now employed, hereafter employed, or considered for employment by the Board.

13.4 This Agreement may not be modified or amended except by the mutual agreement of the parties reduced to writing, signed and adopted by the Board.

13.5 The Board and the EAA agree that there shall be no discrimination in the hiring, training, assignment, promotion transfer, or discipline of aides on the basis of race, creed, color, religion, national origin, sex, age, or marital status.

13.6 SAVINGS CLAUSE - Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any aide benefit existing prior to its effective date.

13.7 Whenever any notice is required to be given by either of the parties to this Agreement to the other, it shall be sent to the following:

1. If by the EAA to the President of the Board of Education.
2. If by the Board to the President of the EAA.

Article 14

DURATION OF AGREEMENT

14.0 This Agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1973. It shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

ENGLEWOOD AIDES ASSOCIATION

Janice McClam Janice McClam, Vice President
Victoria Knight Victoria Knight, Secretary

ENGLEWOOD BOARD OF EDUCATION

Dr. A. Harry Passow Dr. A. Harry Passow, President
Steven Paurelsky Steven Paurelsky, Secretary

October 4, 1971
date

9/29/71
10/4/71
[Handwritten initials and signatures]

Appendix 1

Englewood Public Schools
Englewood, New Jersey

AIDES SALARY GUIDE

<u>Steps</u>	<u>1971-1972</u>	<u>1972-1973</u>
1	\$3,150	\$3,235
2	3,300	3,400
3	3,450	3,565
4	3,700	3,725
5	3,950	3,995
6	4,200	4,265
7	4,550	4,535
8	4,700	4,915

1. Each aide on step eight (8) of the 1971-72 guide who remains on :
step eight (8) of the 1972-73 guide will receive an additional \$160.00.

Part time clerical aides: \$2.75 per hour for 1971-1972
\$2.97 per hour for 1972-1973

Lunchroom Aides: \$7.75 per day for 1971-1972
\$8.37 per day for 1972-1973

NEGOTIATING COMMITTEE

Mrs. Nancy Alles, President

Mrs. Janice McClam, Vice President

Mrs. Victoria Knight, Secretary

Mrs. Carmen Clemens

Mrs. Ocie Holmes

Mrs. Jacqueline Knight

