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THIS DOES NOT
CIRCULATE

AGREEMENT

Between the

EAST WINDSOR REGIONAL

BOARD OF EDUCATION

and

EAST WINDSOR REGIONAL

TEACHER AIDES AND TEACHER ASSISTANTS

ASSOCIATION

July 1, 1979 to June 30, 1982

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

East Windsor Regional Board of Education is an Equal Opportunity Employer F/M

This Agreement is entered into this 11th day of June, 1979, by and between the Board of Education of the East Windsor Regional School District, hereinafter called the "Board", and the East Windsor Regional Teacher Aides and Assistants Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

The Board hereby recognizes this Association for the years July 1, 1979 - June 30, 1982 as the majority representative for collective negotiations concerning grievances and terms and conditions of employment for personnel under contract by the Board in the following job categories:

Teacher Aides

and

Teacher Assistants

Full Time - Part Time *

(all other employees are excluded)

- * Full Time - Work seven hours per day.
- Part Time - Work four hours per day.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on the terms and conditions of Teacher Aides and Assistants employment. Such negotiations shall begin not later than September 1981. Any agreement so negotiated shall apply to all Teacher Aides and Assistants, be reduced to writing, be signed by the Board and the Association and be adopted by the Board and the Association.
- B. This agreement shall not be modified in whole or in part by the parties except by mutual agreement in writing.

ARTICLE III - GRIEVANCE PROCEDURE(S)

1. DEFINITIONS

- A. A grievance is a claim by an employee or the Association that he/she has suffered a loss or injury as a result of misinterpretation, misapplication or violation of this Agreement, policies, or administrative decisions.
- B. An aggrieved person is the person or persons making the claim.
- C. All days referred to in this procedure shall be calendar days.

2. PURPOSE

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

3. PROCEDURE

Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

Level one -

- (a) Any Teacher Aide/Assistant who has a grievance shall discuss it first with his/her House/Unit Leader in an attempt to resolve the matter informally at that level within ten (10) calendar days of its occurrence.
- (b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 calendar days, he/she shall set forth his/her complaint in writing to the Principal. The Principal shall communicate his/her decision to the employee in writing within 3 calendar days of receipt of the written complaint.

Level two -

Association members may appeal the Principal's decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing and must set forth the grounds upon which the grievance is based. The Chief School Administrator shall request a report on the grievance from the Principal in writing, shall confer with the concerned parties, and, upon request, with the employee or Principal separately. The Chief School Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 calendar days. The Chief School Administrator shall communicate a decision in writing, along with supporting reasons, to the employee and the Principal.

Level three -

If the grievance is not resolved to the employee's satisfaction, he/she may request an informal appearance with the Board. The request shall be submitted in writing to the Chief School Administrator who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, conduct the informal appearance with the employee, if requested, and render a decision in writing within thirty (30) days.

Level four - Grievance Procedure

1. If the employee and/or Association are dissatisfied with the decision of the Board and only if the grievance pertains to a violation, of this agreement between the Board and the Association and review by an arbitrator is desired, the Association shall file with either the AAA or PERC, a request for the submission of a panel of arbitrators to hear the particular issue. The parties shall be bound by the rules of the appointing agency. The Association shall notify the Chief School Administrator by certified mail no later than 15 calendar days of the receipt of his/her decision.

Additionally, a grievance may not be submitted to arbitration which pertains to:

- (a) a grievance of an employee which arises by reason of his/her not being reemployed, appointed to or lack of appointment to, retention or lack of retention in any position for which she/he is qualified;
 - (b) no grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign and involuntarily transfer;
 - (c) any matter for which a method of review is provided for by law or any regulation of State Board of Education, or Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited to Board authority alone.
2. An employee, in order to process his/her grievance to arbitration, must have his/her request for such action accompanied by the written recommendation for such action by the Association, which shall represent or approve the representative of said grievant at the arbitration level.
 - (a) Arbitrator selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings.

- (b) Limit him/herself to issues submitted and nothing else.
- (c) Recommendations of the arbitrator shall be binding. His/her decision shall be in writing.
- (d) Parties shall be responsible for all costs incurred by each and only the fee and expense of the arbitrator shall be shared by each party paying one-half.

4. MISCELLANEOUS

- A. An aggrieved person may be represented at all stages of the grievance procedure, by himself/herself or at his/her option, by another person of his/her own choosing, to appear with him/her or for him/her pursuant to Chapter 123, 1974, Public Laws of New Jersey.
- B. Each party shall bear the total cost incurred by itself. Fees and expenses of the third party shall be borne equally by the parties.
- C. There will be no suspension of grievance procedure when schools are not in session, except by mutual consent of the parties in writing.
- D. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- E. 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.

5. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year the time limits set forth herein shall be mutually reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

6. RIGHTS OF TEACHER AIDES/ASSISTANTS TO REPRESENTATION

An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by any representative selected. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

7. GROUP GRIEVANCE

- A. If in the judgment of the Association a grievance affects a group or class of Teacher Aides/Assistants, the Association may submit such a grievance in writing to the Chief School Administrator directly and the processing of such grievance shall commence at Level Two of the Grievance Procedures.
- B. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be part of the personnel file of any of the participants.

8. Reprisals -

No reprisals of any kind shall be taken by the Board or by the Association against any party in interest, any member of this Association, any representative, or any participant in the grievance procedure by reason of such participation.

ARTICLE IV - TEACHER AIDES/ASSISTANTS RIGHTS

- A. All Teacher Aides/Assistants (full and part time) shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations and other Association activities.
- B. The personal life of a Teacher Aide/Assistant (full and part time) shall not affect the employment except as it may prevent the employee from performing properly his/her assigned functions.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association available information that is in the public domain upon reasonable request. The Board shall furnish copies of the available information upon written request therefore but shall not be required to prepare information not already in existence.
- B. The Association shall have the privilege to use space in school buildings at reasonable non-school hours on school days for meetings provided that the approval of the Principal, Community Education has been secured in advance of the time of all such meetings in accordance with Board policy.
- C. The Association will have reasonable use of the post boxes and the inter-school mail service.

- D. The Board and Association agree to share equally in the cost of reproducing this agreement as arranged.
- E. Whenever any representative of the Association or any employee represented by the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

ARTICLE VI - MANAGEMENT RIGHTS AND PRIVILEGES

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations.

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons.

ARTICLE VII - EMPLOYMENT PROCEDURES

A. Employment -

The Board agrees to hire only those Teacher Aides and Teacher Assistants who meet the requirements of the district job description for each category and approved by the Assistant Superintendent, Personnel and Training for recommendation of employment to the Chief School Administrator.

B. Notification -

Upon employment, the board will notify the Association, in writing the name and address of each new member.

C. Vacancies -

Vacancies will be made known to members of the Association in accordance with Board policy.

D. Notification of Employment and Salary -

Members of the Association will be notified of their employment and salary for the ensuing year no later than June 15, if possible.

ARTICLE VIII - WORKING CONDITIONS

- A. Full time and part time Teacher Aides/Assistants will be expected to devote to their assignments the time necessary to meet their responsibilities as scheduled by their individual building Principal(s).
- B. Full time Teacher Aides/Assistants shall work seven (7) hours per day including a thirty (30) minute duty free lunch period. Part time Teacher Aides/Assistants shall work four (4) hours per day, exclusive of a thirty (30) minute duty free lunch period. Work hours will be determined by the individual building Principal(s) to whom the Teacher Aide/Assistant has been assigned.
- C. Full time and part time Teacher Aide/Assistants may be required to remain after the end of their work day, without additional compensation, for the purpose of attending staff or other professional meetings on an as needed basis.
- D. Full time, part time Teacher Aides/Assistants, employed by the Board shall perform such non-teaching duties as are assigned by their respective Unit/House Leader under the general supervision of the individual building Principal.
- E. Full time, part time Teacher Assistants may assist teachers in instructional activities but may not assume the certified teachers' role of planning, prescribing, and evaluating the learning activities. While assisting teachers in the instructional program, the teacher assistant must be directly supervised by a certified teacher.
- F. The assignment of a teacher aide, by the Unit/House Leader, will be in accordance with the job description as adopted by the Board of Education.
- G. Participation in overnight field trips shall be on a voluntary basis only.
- H. Teacher Aides/Assistants, who may be required to use their own automobiles in the performance of their duties, shall be reimbursed for all such travel at the rate of seventeen (17¢) cents per mile.

ARTICLE IX - TEACHER AIDE/ASSISTANTS WORK YEAR

- A. The Association may provide input to the Administration concerning the school calendar prior to the adoption of the School Calendar by the Board of Education.
- B. Full time and part time Teacher Aides/Assistants work year shall consist of one hundred eighty five (185) in school work days which may not begin before September 1 or end after June 30, except for the present employee orientation programs held each year.

- C. Full time and part time Teacher Aides/Assistants as defined in this Agreement are employed for the school year commencing September 1 and ending June 30 subject to such reduction in time as may result from prior completion of all full time and part time Teacher Aides/ Assistants assignments and responsibilities but shall not exceed the staff teacher's work year.

ARTICLE X - SALARY SCHEDULE

- A. For this three (3) year agreement (July 1, 1979-June 30, 1982) the Board will provide for a contractual salary increase each year, for each employee represented by the Association as follows:
1. July 1, 1979 to June 30, 1980 - 7%
 2. July 1, 1980 to June 30, 1981 - 6%
 3. July 1, 1981 to June 30, 1982 - 6%
- B. The percent salary increase will be calculated on the contractual salary that each employee is receiving on June 30, 1979, June 30, 1980, and June 30, 1981.

ARTICLE XI - EVALUATION

Each member, represented by the Association will be evaluated twice each school year. The first evaluation to be completed no later than January 15 and the second evaluation to be completed no later than May 15. Evaluations will be written and concluded by a conference between the employee and his/her House/Unit Leader. Each written evaluation will be signed by the House/Unit Leader and the employee. A copy will also be forwarded to the individual building principal(s) to whom the employee is assigned, and one copy will be included in the employee's personnel file.

ARTICLE XII - LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted to members employed three (3) or more years represented by the Association, and that leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator and the Board. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing.

- B. An employee may request, in writing, a leave of absence without pay for child care, maternity, paternity, or adoption, for a period of not more than one (1) employee work year. The original request, or the request for up to one full year's extension of this approved leave, must be submitted in writing to the Chief School Administrator and the Board and may be approved or rejected. Three year status is not required.

This leave of absence is granted without salary.

1. This leave of absence may exist for one employee work year and up to one full year's extension thereafter until the beginning of the next employee work year. At this time, the employee must return or officially resign the position.
2. This leave of absence may be shortened upon written request and Board of Education approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.
3. Employees on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to, and approval of, the Board of Education and the administrative staff.

C. Personal Illness Days

The Board agrees to provide these employees with twelve (12) days per year at full pay for personal illness. Unused days may be accumulated for use in subsequent years.

1. The Board further agrees that after all such personal illness days as indicated in the preceding paragraphs are exhausted, an additional twelve (12) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.
2. All such personal illness days shall be governed by State law, and all employees shall provide a doctor's certificate for illness exceeding three (3) consecutive days.

D. Illness in the Immediate Family Days

The Board agrees to provide the employees represented by the Association with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board further agrees that, after all such illness in the immediate family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year shall be provided at the employee's rate of pay, less substitute pay, but in no case less than half pay for the employee.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

E. Death in the Family Days

The Board agrees to provide the employees represented by the Association with five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

F. Death in Other than the Immediate Family Day

The Board agrees to provide the employees represented by the Association with one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law and sister-in-law). After the death in other than the immediate family day is exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

G. Marriage Days

The Board agrees to provide employees represented by the Association with three (3) days per event at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

H. Days for Jury Duty or Subpeona by Court

The Board agrees to provide full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each day that the employee is required to be in court for jury duty.

I. Days for Other Reasons

The Board agrees to provide four (4) days leave of absence with pay per year for employees represented by the Association for religious, legal, business, household or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Chief School Administrator; except that a full deduction will be made for absence on the day before or after a vacation or holiday period.

J. Military Leaves of Absence

1. Brief Military Leave of Absence

(a) Brief leaves of absence with pay will be granted to personnel required to perform short periods of military duty annually. Such leaves are authorized by Chapter 351 Section 38:23-1 of the New Jersey Statutes amended as follows:

"An officer or employee of the State or a County, School District or Municipality, who is a member of the organized reserve of the Armed Forces of the United States or other organization affiliated therewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days on which he/she shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee."

(b) Such leaves are authorized according to statute 18A:6-13, page 377, third volume of new edition, summarized as follows:

"Every person holding a position who has entered the armed forces shall be entitled to all the benefits and be subject to all terms and conditions of Chapter 119 of the laws of 1941.

Such person shall be entitled to the benefit of any increase in salary during his/her leave of absence which such person would have enjoyed had he/she not entered the service. Such employee shall be granted a leave of absence for the period of such service and have a further period of three months after receiving his/her discharge from the service.

If any such person shall be incapacitated by wound or sickness at the time of his/her discharge from service, his/her leave of absence shall be extended until three months after his/her recovery or until the expiration of two years from the date of his/her discharge from such service, whichever shall first occur. In no case shall such person be discharged or separated from his/her employment during such period of leave of absence because of his/her entry into such service. Such person shall be entitled to resume his/her employment provided he/she shall apply therefore before the expiration of his/her leave of absence and provided he/she shall be honorably discharged from such service.

According to the Department of Education, Division of Controversies and Disputes, the Board of Education is responsible for the payment of the employee's pension fund contributions during the time he/she served in the military service."

ARTICLE XIII - INSURANCE PROTECTION

A. Injury Insurance

The Board maintains, at Board expense, insurance coverage for these employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

B. Health Insurance

The Board maintains, at Board expense, group health insurance coverages for these employees and dependents as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a prescription plan, and a dental plan.

C. Liability Insurance

The Board maintains, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

D. Retirement

The Board participates in the appropriate employee's retirement system (Public Employees Retirement System or Teachers' Pension and Annuity Fund) and contributes to these systems as designated.

E. Annuities

The Board provides the employees with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.

ARTICLE XIV - DEDUCTION FROM SALARY

- A. The Board of Education agrees to make all individually authorized payroll deductions in accordance with Chapter 233 New Jersey Laws of 1969, N.J.S.A. 52:14-15.9e.

ARTICLE XV - ASSIGNMENTS AND REASSIGNMENTS

- A. Notice of an assignment or reassignment shall be given to the employee at least ten (10) school working days prior to assignment or reassignment.
- B. In the event of an assignment or reassignment, a meeting, if requested by the employee, shall be held between the employee involved and the principal or his/her designee. The employee shall be notified of the reason, in writing, if requested. The employee and/or principal or his/her designee may, at their option, have a representative of their choice at such meeting.
- C. Whenever possible no vacancy shall be filled by means of an assignment or reassignment if there is a volunteer available and qualified in the judgement of the Board to fill the position.

ARTICLE XVI - SENIORITY AND DISMISSAL

- A. Seniority for full-time and part-time Teacher Aides/Teacher Assistants shall be determined according to the initial date employed by the Board.
- B. Upon resignation the employee's seniority is terminated.
- C. In the event a full-time or part-time employee is granted a Board-approved leave of absence, the employee still retains his/her original date of hire.
- D. If any full-time and/or part-time employee shall be dismissed as a result of a reduction in employees by the Board for any reason, such employees shall be noted on a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a similar position from which the employee was dismissed.
- E. If any full-time and/or part-time employee, listed on the eligible seniority list for reemployment, refuses an offer for reemployment by the Board, the employee shall forfeit his/her seniority for reemployment by the Board and be removed from the eligible list.

ARTICLE XVII - DURATION OF AGREEMENT

This three year agreement represents the exclusive agreement made by and between the East Windsor Regional Board of Education and the East Windsor Regional Teacher Aides/Teacher Assistants Association effective July 1, 1979, and shall continue in effect through June 30, 1982 as outlined in Article II Section "A" of this agreement. In the event that a successor agreement is not executed before June 30, 1982, this agreement shall continue in full force and effect until a new agreement has been ratified by both parties.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have hereunto set their hands and seals, and the Board has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 11th day of June, Nineteen hundred and seventy-nine.

Signed, sealed and delivered
in the presence of

EAST WINDSOR REGIONAL TEACHER AIDES/
TEACHER ASSISTANTS ASSOCIATION

By: Janice Janelle L.S.
President

By: Mary Ann Byrne L.S.
Secretary

ATTEST:

Jeannie G. Cleeland

BOARD OF EDUCATION OF EAST WINDSOR
REGIONAL SCHOOL DISTRICT

By: William H. Moore L.S.
President