

AGREEMENT

Between

Ewing Township Board of Education

Board of Education, Township of Ewing

and

SCHOOL AIDES

X July 1, 1985 through June 30, 1987

The following constitutes the Agreement of employment and working conditions between the Board of Education of the Township of Ewing and School Aides for the period beginning July 1, 1985 and ending June 30, 1987.

1. RECOGNITION

The employer recognizes the following categories under this Agreement:

1. Classroom Aides
2. Noon Aides

who have been appointed for a specific period of time and will be working a regular schedule as members of the group for the purpose of establishing salaries and other conditions of employment, but excluding substitutes and all other personnel.

2. NOTIFICATION OF VACANCY

The first vacancy for a position or a new position covered by this Agreement will be posted within ten (10) days after the vacancy or new position occurs.

3. LEAVES OF ABSENCE

3.1 Leaves of absence with pay shall be provided as follows:

- a. All employees shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one year of employment it provides for three (3) days leave at full pay during any one school year (in either case, no unused days shall be accumulated) for any of the following reasons:
  - I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
  - II. Death of a relative or close friend.
  - III. Recognition of religious holidays. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to an emergency.
  - IV. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
  - V. Court subpoena.
  - VI. Personal legal business or family matters which cannot be handled outside of working hours.

## 3.1 (contd.)

VII. Any other emergency or urgent reason not covered in (I through VI) above, if approved by the Superintendent of Schools.

- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the supervisor and approved by the Assistant Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases.
- d. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (I.) above, plus in-laws).

4. GRIEVANCE PROCEDURE

- 4.1 Grievance procedures are means by which employees may appeal the interpretation, application or violation of this Agreement and administrative decisions effecting them.
- 4.2 A grievant is a person or persons making the claim.

PROCEDURE

- Step 1. The employee or representative of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The supervisor shall respond to the grievance within three (3) working days.
- Step 2. If the grievance has not been settled, it shall be presented in writing by the employee or the employee's representative to the Superintendent within three (3) working days after the supervisor's response. The Superintendent shall respond to the grievance in writing within three (3) working days.
- Step 3. If the grievance has not been settled, it shall be presented by the employee or the employee's representative, in writing, within three (3) working days after the response of the Superintendent. The employee or the employee's representative shall have a right to a hearing before the Board or a Committee of the Board within thirty (30) calendar days after the receipt of the request for a hearing. The Board of Education shall respond, in writing, within two (2) calendar weeks after the hearing.
- Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:
  - a. any matter for which a method of review is prescribed by law.
  - b. any rule or regulation of the Commissioner of Education.
  - c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
  - d. a complaint of any employee which arises by his reason of not being reemployed.

## 4. (contd.)

Step 5. If the matter is still unresolved and if the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 21, Sub Chapter 3, of the Rules and Regulations of the Public Employment Commission, effective December 18, 1974.

The arbitrator shall limit himself to the Articles of this agreement and his decision shall be binding on both parties. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. All employees including the grievant shall be required to continue under the direction of the Superintendent and Administrator regardless of the pendency of any grievance until such grievance is properly determined.

5. HOLIDAYS

- a. The employer shall list a minimum of eleven (11) paid holidays annually.

6. HEALTH BENEFITS

- 6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1985 and ending June 30, 1987.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board.

In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

7. SALARY GUIDE

Salary guides are as listed on Attachments "A" and "B".

- a. Increments or salary increases are not automatic. These are subject to approval by the Assistant Superintendent responsible for this unit with a recommendation to the Ewing Township Board of Education.
- b. A new employee shall be appointed for a three (3) month probationary period.

## 7. (contd.)

- c. For the purpose of arriving at a salary under this Agreement, employees will move to the next pay level from the preceding Agreement for the duration of this Agreement. Employees will also move to the next pay level for the second year of this Agreement.
- d. Salaries will not be reduced if schools close (or close early) for any "Act of God".

Salaries will be pro-rated for those employees who do not work their regular scheduled hours due to their respective school closing for reasons other than "Act of God".

8. GENERAL

- 8.1 After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement all accumulated unused sick leave shall be paid at one-half ( $\frac{1}{2}$ ) the rate of pay at the time of retirement, total amount of money not to exceed \$1,250.
- 8.2 Whenever a course is required or approved by the Board of Education, the Board of Education then shall pay the full cost of that respective course taken by an employee in this bargaining unit.
- 8.3 Whenever possible, an employee who is a member of this bargaining unit shall be notified no later than May 30 of the present school year of the employment status for the next school year.
- 8.4 In the event of any Reduction In Force (R.I.F.), district-wide seniority (the Board appointment date of employment within this unit) shall apply.
- 8.5 Any reduction shall be accomplished in accordance with the following procedure:
  - a. The employee/s affected by such a reduction shall have seniority rights over the most junior employee within his/her current category of employment.
- 8.6 Employees shall not be disciplined or reduced in rank without just cause.

9. REPRESENTATION FEE

- 9.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
  - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
  - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
  - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

9. (contd.)

- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- 9.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 9.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- 9.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:
- a. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- 9.4 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- 9.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ATTACHMENT "A"

7. SALARY GUIDE

1985-86

CLASSROOM AIDE

<u>Level</u>	<u>160 days 3 hrs.</u>	<u>160 days 6 hrs.</u>	<u>191 days 5.5 hrs.</u>	<u>191 days 6 hrs.</u>	<u>191 days 6.25 hrs.</u>
Start	2120	4240	4641	5062	5273
1	2229	4458	4879	5322	5544
2	2338	4676	5117	5582	5815
3	2530	5060	5537	6040	6292
4	2665	5329	5832	6362	6627
5	2856	5713	6251	6820	7104
6	2939	5879	6433	7018	7310
7	3079	6159	6739	7352	7658

NOON AIDE

<u>Level</u>	<u>191 days 2 hrs.</u>	<u>191 days 4 hrs.</u>	<u>191 days 4.5 hrs.</u>	<u>191 days 5 hrs.</u>
Start	1659	3317	3732	4147
1	1704	3408	3834	4260
2	1749	3499	3936	4373
3	1795	3589	4038	4487
4	1836	3672	4131	4590
5	1902	3804	4279	4755
6	1968	3936	4428	4920
7	2079	4159	4678	5198

ATTACHMENT "B"

7. SALARY GUIDE

1986-87

CLASSROOM AIDE

<u>Level</u>	<u>160 days 3 hrs.</u>	<u>160 days 6 hrs.</u>	<u>191 days 5.5 hrs.</u>	<u>191 days 6 hrs.</u>	<u>191 days 6.25 hrs.</u>
Start	2173	4343	4755	5186	5402
1	2290	4579	5012	5467	5695
2	2407	4815	5269	5748	5988
3	2525	5050	5526	6029	6280
4	2732	5464	5980	6523	6795
5	2878	5755	6299	6871	7157
6	3084	6170	6751	7366	7672
7	3174	6349	6948	7579	7895
8	3325	6652	7278	7940	8271

NOON AIDE

<u>Level</u>	<u>191 days 2 hrs.</u>	<u>191 days 4 hrs.</u>	<u>191 days 4.5 hrs.</u>	<u>191 days 5 hrs.</u>
Start	1744	3483	3921	4357
1	1792	3582	4031	4479
2	1840	3681	4141	4601
3	1889	3779	4251	4723
4	1939	3876	4361	4846
5	1983	3966	4461	4957
6	2054	4108	4621	5135
7	2125	4251	4782	5314
8	2245	4492	5052	5614



IN WITNESS WHEREOF, the parties have hereto set their hands this

23rd day of September, 1985

FOR THE AIDES

Josephine Kanda  
Josephine Kanda

Joan Talbot  
Joan Talbot

FOR THE EMPLOYER

Mary W. Schmidt  
Mary W. Schmidt, President  
Board of Education  
Ewing Township, New Jersey

J. Bruce Morgan  
J. Bruce Morgan, Business Administrator/  
Board Secretary  
Board of Education  
Ewing Township, New Jersey

**HOLIDAYS**

**AIDES - 1986-87**

November 4	Election Day
November 11	Veterans' Day
November 27	Thanksgiving Recess
November 28	Thanksgiving Recess
December 25	Christmas Day
January 1	New Year's Day
January 19	Martin Luther King, Jr.'s Birthday
February 13	Lincoln's Birthday
February 16	Presidents' Day
April 17	Good Friday
May 25	Memorial Day