

Contract #453

A G R E E M E N T

WESTFIELD INSTRUCTIONAL SUPPORT STAFF ASSOCIATION

and the

BOARD OF EDUCATION OF WESTFIELD

County of Union, New Jersey

July 1, 1991 - June 30, 1993

## AGREEMENT

This Agreement made the 24th day of September, 1991, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey (hereinafter referred to as the "Board"), and the Westfield Instructional Support Staff Association (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.).

NOW, THEREFORE, it is agreed as follows:

### ARTICLE I

#### RECOGNITION CLAUSE

The Board does hereby recognize the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the employees which fall into the Instructional Aide category with the exception of hourly employees.

### ARTICLE II

#### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. The parties agree to enter into collective negotiations over the Successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach an agreement on the terms and conditions of instructional support staff employment. Such negotiations shall begin in the work year prior to the expiration of this Agreement in accordance with applicable PERC rules.
- C. Any Agreement so negotiated shall apply to all employees in the bargaining unit as defined in Article I, be reduced to writing, be ratified by the parties, and be signed by the Board and the Association.

### ARTICLE III

#### GRIEVANCE PROCEDURE

- A. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to either the interpretation and application of the rules, regulations and policies of the Westfield

Where an aggrieved Aide is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present the Association's views.

1. In the event that a Grievance is not resolved informally as provided in Section C, the following procedure will be followed:

- Step 1. The aggrieved Aide or the Association shall file his/her Grievance with the Building Principal or his/her designee. The Grievance must be in writing, on the prescribed form, and the writing shall set forth the relevant facts known at that time, the specific contract clause, rule or regulation under which the Grievance has arisen, the date of the alleged Grievance, and the relief sought. The Building Principal or his/her designee shall render his/her decision in writing with reasons within five (5) school days after receipt of the Grievance.

- Step 2. In the event the Grievance is not resolved at Step 1, the Association may, within five (5) school days of such written decision, submit the Grievance to the Superintendent or his/her designee. The Superintendent or his/her designee shall render his/her decision within ten (10) school days after the receipt of the Grievance.

- Step 3. In the event that the Grievance is not resolved at Step 2, the Association may, within five (5) school days after receipt of such written decision, submit the Grievance to the Secretary of the Board for Board review of the decision of the Superintendent. The Superintendent shall immediately make available to the aggrieved Aide copies of those documents and records dealing with the processing of the Grievance to that date. The Board or a committee thereof shall, within fifteen (15) school days after receipt of the Grievance at Step 3, hold a hearing to be attended by the aggrieved Aide and a representative of the Association. The Board or its designee and the Association shall invite to such hearing such persons as it or its designee deems necessary and pertinent for the resolution of the Grievance. Either the aggrieved Aide or the Board may cause a stenographic record to be made of said hearing at the expense of the party requesting it. The Board shall render a decision in writing within fifteen (15) days of the hearing.

- Step 4. In the event that the Grievance is not resolved by the review of the Board as described in Step 3, the Association may elect to have the matter referred for arbitration by filing, within ten (10) school days of the date of decision at Step 3, written request for arbitration with the Public Employees Relations Commission or the American Arbitration Association, with a copy to the Board. In the event that the Association and the Board do not agree upon an arbitrator within ten (10) days, they agree to designate that Public Employees Relations Commission or the American Arbitration Association to name the arbitrator. The

- O. If there shall not be a response at any level of the grievance procedure, the Grievance shall be deemed denied and the grievant or the Association may proceed to the next level of the procedure within the times set forth therein.
- P. All decisions shall be in writing and shall be transmitted promptly to all parties and to the Association.

#### ARTICLE IV

##### AIDE RIGHTS AND RESPONSIBILITIES

- A. Whenever any Aide is required to appear before the Board or any committee thereof or the Superintendent or any supervisor or administrator concerning any matter of discipline which could adversely affect the continuation of that Aide in his/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.
- B. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws, 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- D. No employee shall be prevented from wearing pins and other identification of membership in the Association or its affiliates.
- E. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof shall not be made public unless formal charges are made and shall be subject to the grievance procedure herein set forth.
- F. Whenever any representative of the Association or any employee is required to participate at or attend any proceeding before the Public Employees Relations Commission, he/she shall suffer no loss in pay.
- G. Personnel Files
  - 1. An employee shall have the right, upon request, to review the contents of his/her personnel file. The employee shall have the right to Association representation during such review.
  - 2. No material shall be placed in an employee's personnel file unless that employee has been furnished a copy of it. The employee shall have the right to submit a written response which shall be attached to the file copy.
  - 3. The Board shall not establish a separate personnel file which is not available for the employee's inspection.

C. Reassignment - Involuntary

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the supervisor at which time the employee shall be notified of the reason therefor. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee the Superintendent and/or his/her designee shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. The foregoing is subject to the Board's right, as a matter of law, to determine and make all transfers.

ARTICLE VIII

EVALUATION OF AIDES

- A. At the start of each school year, each employee shall be furnished a job description.
- B. The Board and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that he/she is entitled to receive such recommendations that will assist him/her in improving the effectiveness of his/her performance.
- C. Supervisory Procedures shall be established so that each Aide shall receive, no later than April 30, a written evaluation.
- D. The Association and the Superintendent shall jointly develop the instrument which shall form the basis for the evaluations, subject to the approval of the Board.
- E. Each Aide shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation shall become part of an Aide's file without the Aide's signature, and response, if any. Each Aide shall receive a copy of the written evaluation.
- F. No sooner than two (2) days following the receipt of the written evaluation, a conference shall be arranged between the evaluator and the Aide. At such time, the Aide is entitled to have his/her response to the evaluation heard and to append a written response to the evaluation report within ten (10) school days. The evaluation conference may be waived by the mutual consent of the Aide and the evaluator.
- G. Each Aide shall receive written notice prior to April 30th of each year indicating whether or not the Board intends to renew the contract for the ensuing year.

- B. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent and with his/her approval, be authorized as follows:
1. Up to six (6) days during each school year for absence occasioned by the death of each parent, husband, wife, daughter, son, brother, sister, father-in-law, mother-in-law, or any family member residing in the immediate household.
  2. Up to three (3) days during each school year for absence occasioned by the death of each son-in-law, daughter-in-law, grandmother, grandfather or grandchild.
  3. One (1) day during each school year for absence occasioned by the death of each aunt, uncle, brother-in-law or sister-in-law.
  4. Up to an aggregate of four (4) days during each school year for absence occasioned by the serious illness of any one or more of the following: husband, wife, daughter, son, father, mother, brother, sister, grandparent, father-in-law, mother-in-law or grandchild.
- C. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent and with his/her approval, be authorized for reasons of personal emergency other than the reasons set forth in Sections A and B above. A personal emergency is defined as an unavoidable situation, involving absence during school hours which cannot be avoided without substantial hardship. Unavoidable situations shall include house closings, court appearances, graduations and other personal business where absence during school hours cannot be avoided without substantial hardship. An Aide shall submit, on a form developed by the Superintendent in consultation with the Association, a written application (setting forth the personal emergency reasons for such leave) to his or her Principal or Supervisor at least forty-eight (48) hours in advance of the leave. Where such advance written notice cannot be given, the Aide shall, whenever possible, seek and receive the oral consent of the Superintendent or his/her assistant and shall, within two (2) school days after the Aide's return to duty, submit the necessary written application referred to above. In the event that an Aide does not wish the personal emergency reasons to be made public to any degree, the Aide may submit the written application in question directly to the Superintendent in an envelope clearly marked "Personal Emergency - Confidential." The Superintendent alone will know the reasons and shall destroy that section of the form containing reasons after his/her approval or denial of the application.
- D. Personal leaves of absence without pay may, upon request and in the discretion of the Superintendent and with his/her approval, be granted where an Aide is not, under Section C above, granted a personal leave of absence without salary deduction.

reductions may be granted by the Board for additional reasonable periods of time; provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and/or the education of students and, provided, further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically, N.J.S.A. 18A:30-7.

6. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Disability Leave of any Aide beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to an Aide a Disability Leave extending beyond the end of such work year.

## ARTICLE XIII

### SALARIES

#### A. Salaries

The salaries of Aides shall be as set forth in Schedules "A-1" and "A-2" attached hereto and made a part hereof.

#### B. Procedures for Advancement on Salary Guide and for Withholding of Increases

1. Progress along the pattern of increases shall be automatic unless the Board withholds all or any part of a Salary Increase (defined below) in accordance with the provisions of this Section B.
2. The Board expressly reserves the right to withhold, for inefficiency or other good cause, all or any part of a Salary Increase, defined as follows: (a) for any Aide not at the maximum of the guide, the annual increment and the negotiated salary adjustment, if any; and (b) for any Aide at the maximum of the guide, the negotiated salary adjustment, if any.
3. In the event that the Board exercises its right to withhold for inefficiency or other good cause all or any part of a Salary Increase, the Board does hereby agree to employ the following procedures:
  - a. The Superintendent shall not forward any recommendation to withhold an Aide's Salary Increase or any portion thereof to the Board later than April 15 of the school year preceding that in which such action would take effect. The Superintendent shall give to the Aide against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation, in which event the Aide may within five (5) school days request in writing an opportunity to meet with the

## ARTICLE XIV

### INSURANCE

#### A. Health Insurance

The Board shall pay for all Aides, for either single or family coverage as may be appropriate, the full premium for the Blue Cross Blue Shield Rider J. Plan. (P.A.C.E. program) including mandatory second opinion.

#### B. Dental Insurance

The Board shall pay for all Aides, for either single or family coverage as may be appropriate, the full premium for Blue Cross dental coverage, which will include the usual and customary rate for diagnostic and preventive services, and for the Blue Cross riders covering additional basic, periodontic services, orthodontic services and prosthodontic services, which aggregate coverage shall be for not more than \$1,500.00 per insured per year.

#### C. Major Medical Rider

The Board shall pay for all Aides, for either single or family coverage as may be appropriate, the full premium for the Blue Cross major medical rider covering catastrophic events. Effective January 1, 1992, the major medical deductible will be \$200 per individual and \$400 per family.

#### D. Prescription Plan

The Board shall pay for all Aides, for either single or family coverage as may be appropriate, the full premium for a prescription plan to be afforded by Blue Cross, which plan will provide for a copay of four (4) dollars for nongeneric prescriptions and a copay of two (2) dollars for generic prescriptions, effective October 1, 1991. Beginning September 1, 1992, the copay will be six (6) dollars for nongeneric prescriptions and a copy of three (3) dollars for generic prescriptions.

#### E. Equivalency Coverage

Notwithstanding the provisions of Sections A and B, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in Sections A and B, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A and B be reduced in any way below the coverage provided for.
2. There shall be no break or discontinuance in insurance coverage under Sections A and B.
3. Any other provider of the insurance described in Sections A and B must provide insurance that is generally acceptable to hospitals (and to doctors and dentists, if applicable) in the area of Westfield, New Jersey.



E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Demand and Return System

The Association shall develop a demand and return system consistent with Chapter 477, P.L. 1979.

ARTICLE XVI

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Westfield Instructional Support Staff Association and the New Jersey Education Association and the National Education Association or any one or any combination of such Associations as said 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. 54:15-15 9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Westfield Instructional Support Staff Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Service

The Board agrees to deduct from the salary of any employee and to forward such money as any employee authorizes the Board to deduct and to transmit to the Union County Teachers' Federal Credit Union, for the purchase of one or more tax-sheltered annuity plans which have been approved by the Board for deduction, or for the purchase of Washington National Income Protection Insurance. Any employee may have such deductions discontinued in accordance with the procedure of said agency.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Aide benefit existing prior to its effective date.
- B. If any provision of this Agreement, or any application of this Agreement to any Aide or group of Aides is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and 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 provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer or discipline of Aides or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status, or on the basis of a physical handicap unless the nature and extent of the handicap reasonably precludes the performance of particular employment.
- E. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail sent to the following addresses:
  - 1. If by Association, to the Board at 302 Elm Street.
  - 2. If by Board, to the Association at the home address of the President.
- F. A Liaison Committee shall be established each year between the administration and the Association for the purpose of resolving issues not covered by the collective agreement. This committee shall meet at least twice each year, once in the fall and once in the spring, as well as on an as-needed basis at the request of either party. This committee shall consist of the Director of Special Services, the Superintendent, one other administrator named by the Superintendent and 5 (five) members of the Association to be named by the Association President.
- G. Effective September, 1991, members of the Association will be entitled to enroll their children in the Westfield Public Schools at not tuition charge. The Board retains the right to assign nonresident children to a school building and/or classes in such a manner that the assignment will not require hiring additional staff. This provision will not require the

ARTICLE XX

DURATION OF AGREEMENT

The effective term of this Agreement shall be from July 1, 1991 to June 30, 1993.

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be signed by their proper officers to be affixed hereto the day and year above written.

ATTEST:

Willie Fox

WESTFIELD BOARD OF EDUCATION

BY: Austin D. Pepper

ATTEST:

Jean A. Folsom

WESTFIELD INSTRUCTIONAL SUPPORT  
STAFF ASSOCIATION

BY: Kathleen D'Eufemia

**WESTFIELD INSTRUCTIONAL SUPPORT STAFF ASSOCIATION**

**SCHEDULE A-1**

**1991-92 Salary Guide**

<u>Step</u>	<u>1991-92</u>
1	9,400
2	9,908
3	10,124
4	10,501
5	10,824
6	11,201
7	11,578
8	11,955
9	12,386
10	12,924
11	13,570
12	14,270
13	14,916
14	15,724
15	16,586
16	17,555

\$200 longevity for Aides with 12 years of service but less than 15 years of service.

\$600 longevity for Aides with 15 years of service but less than 20 years of service.

\$900 longevity for Aides with 20 or more years of service.

**WESTFIELD INSTRUCTIONAL SUPPORT STAFF ASSOCIATION**

**SCHEDULE A-2**

**1992-93 Salary Guide**

<u>Step</u>	<u>1992-93</u>
1	9,600
2	10,085
3	10,632
4	10,863
5	11,268
6	11,616
7	12,021
8	12,426
9	12,831
10	13,294
11	13,873
12	14,568
13	15,321
14	16,015
15	16,884
16	18,810

\$200 longevity for Aides with 12 years of service but less than 15 years of service.

\$600 longevity for Aides with 15 years of service but less than 20 years of service.

\$900 longevity for Aides with 20 or more years of service.