

AGREEMENT

BETWEEN

THE WASHINGTON TOWNSHIP BOARD OF EDUCATION

AND

**THE WASHINGTON TOWNSHIP EDUCATION ASSOCIATION
(AIDES UNIT)**

**Commencing: July 1, 2005
Terminating: June 30, 2008**

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PREAMBLE

WHEREAS, the parties have reached an agreement on all matters set forth in the agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions, this Agreement shall be effective July 1, 2005 for the period July 1, 2005 through June 30, 2008 by and between the Washington Township Board of Education (“Board”) and the Washington Township Education Association (Aides Unit) (“Association”).

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ARTICLE I

RECOGNITION

Washington Township Education Association shall be recognized as the representative of all full-time and part-time Aides employed by the Washington Township Board of Education. Full-time Aides are those aides who are employed for more than thirty (30) hours per week. Part-time Aides are those aides who are employed thirty (30) hours or less per week.

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ARTICLE II

PART-TIME AIDES

Part-time Aides shall be defined as those aides employed for thirty (30) hours or less per week.

ARTICLE III

SALARY AND SENIORITY DIFFERENTIAL

Effective July 1, 2005, the following salary schedule will be put in place:

(4.5%)2005-2006 - \$11.28 per hour (All except K.M.¹)

(4.5%)2005-2006 - \$16,513 per year (K.M. Only)

(4.4%)2006-2007 - \$11.78 per hour (All except K.M.)

(4.4%)2006-2007 - \$17,240 per year (K.M. Only)

(4.5%)2007-2008 - \$12.31 per hour (All except K.M.)

(4.5%)2007-2008 - \$18,015 per year (K.M. Only)

Effective July 1, 2007, and continuing thereafter (unless negotiated to the contrary),

Aides shall receive the following seniority differential added to their hourly pay: after the 10th year - - \$0.20 per hour, after the 15th year - - \$0.25 per hour, after the 20th year - - \$0.30 per hour. For purposes of the seniority differential, K.M. (who will receive only the 20th year seniority differential) shall have her annual salary converted to an hourly rate for purposes of applying the seniority differential. The District may not reduce an Aide's hours, where the primary purpose for doing so is to avoid implementation of the seniority differential benefit.

¹“KM” refers to Karen Mulholland, a second grade teacher's Aide employed since 1978. Ms. Mulholland is the only 35-hour per week aide and the only bargaining unit member paid an annual salary and provided with health benefits.

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A. Reimbursements and Compensations

1. Mileage

The IRS rate is to be paid to Aides directed by the administration to travel between schools as needed and approved by the administration. Vouchers are to be submitted to the Business Administrator on a monthly basis. The allowable Federal I.R.S. rate will be the mileage rate for the duration of this contract.

2. 6th Grade Environmental Trip Compensation

Aides who chaperone the 6th grade three-day environmental trip shall be paid a \$175.00 per trip stipend in addition to their regular per diem compensation based upon their typical scheduled daily work day. If chaperoning less than the full three days of the trip, the stipend will be pro-rated.

ARTICLE IV

SALARY PAYMENT PROCEDURE

Aides employed on a ten month basis shall be paid in twenty-two (22) equal gross pay installments. Aides may request direct deposit.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

Any individual Aide or Aides shall have the right to appeal the application of policies and administrative decisions affecting the terms and conditions of employment. With respect to a personal grievance, the grievant, grievants, and his/her representatives and the Washington Township Education Association shall be assured freedom from restraining, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days are business days when school is in session.

(1) Level One

Any Aide who has a grievance shall identify it as such within 30 days of the grievable occurrence and discuss it with the immediate superior in an attempt to resolve the matter informally at that level. The Aide has the right to be represented at any level. Within 10 days of the presentation of the oral grievance, the immediate superior shall give his/her verbal response.

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(2) Level Two

If, as a result of the Level One decision, the matter is not resolved to the satisfaction of the Aide, within 10 days of receipt of the verbal response, the Aide shall set forth the grievance in writing to the Superintendent of Schools, who shall communicate a decision to the Aide in writing within 10 days of receipt of the written grievance.

(3) Level Three

If the grievance is not resolved to the Aide's satisfaction, the Aide may, within 10 days of receipt of written response from the Aide's superior, request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education for appropriate action. The Board shall acknowledge receipt within 5 days, schedule a hearing to be held with the aggrieved Aide within 20 days, and render a decision in writing within 20 days of the hearing.

(4) Level Four

The final step shall culminate with advisory arbitration. The parties shall mutually agree upon the selection of an arbitrator, whose fees and expenses shall be borne equally by and between the parties. If agreement of an arbitrator can not be achieved, application shall be made to the Public Employment Relations Commission for the submission of a panel from which the selection shall be made.

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ARTICLE VI

HEALTH BENEFITS PROGRAM

A. Health Care Insurance

1. The Board shall provide the health-care insurance protection hereinafter set forth for full-time Aides who shall be defined as employed for more than thirty (30) hours per week. The Board shall pay the full premium for individual coverage and full family coverage (HBCBS B Direct Access) for all Aides, as requested in accordance with the regulations of the benefits provider. Insurance premiums (hospitalization, physician, and major medical) are paid by the Board.

2. The existing health insurance coverage is provided through Horizon Blue Cross/Blue Shield of New Jersey.

3. For each full-time Aide who remains in the employ of the Board for the 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, payment of premiums on behalf of the full-time Aides shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

4. The Board shall provide to a newly hired full-time Aide a description of the health-care insurance coverage provided under this ARTICLE, as soon as available, which shall include a clear description of conditions and limits of coverage listed.

5. A full-time Aide may elect to waive health care. In this case, the Aide will be paid in lieu of benefits at the following rates:

Medical and Prescription

Single	\$1,590
Parent/Child	\$2,290
Husband/Wife	\$3,575
Family	\$4,040

Dental

Single	\$210
Parent/Child	\$290
Husband/Wife	\$290
Family	\$480

Such payments will be made on June 30th of each year.

B. Dental/Prescription Drug Plans

1. Dental

The Board shall provide a dental health insurance program that continues the existing coverage as provided to each full-time Aide through Delta Dental Plan of New Jersey, Contract #7245-0001. Each full-time Aide will pay \$36.40 toward the annual cost of their dental coverage. This will be accomplished through payroll deductions. The Board will pay the remainder of the premium.

2. Prescription Plan

The Board shall provide a \$12 brand/\$5 generic/1 x mail co-pay

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prescription drug program to maintain the level of coverage now in existence as provided for each full-time Aide by the Horizon Blue Cross/Blue Shield of New Jersey.

ARTICLE VII

DEDUCTIONS

- A. If an Aide does not become a member of the Association during any

membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said Aides will be required to pay a representation fee to the Association for that membership year. This fee shall not exceed 85% of the Association's regular membership dues for paraprofessionals and shall be determined, by NJEA, in accordance with the Association's filing of the annual LAFAP report.

B. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses that may arise out of, or by reason of any action taken by the Board in conforming with this provision. Dues shall be transmitted electronically, if the payroll provider maintains capability on a monthly basis.

ARTICLE VIII

WORK YEAR

- A. The Aides work year shall follow the student calendar.
- B. Aides shall only be paid for hours actually worked. The number of hours worked by an Aide are individual to that Aide's position.
- C. The Board will use best efforts to provide Aides notice of re-employment by June 15th of each school year.
- D. Teacher's Aides who work five (5) or more hours during a workday shall be provided with one fifteen (15) minute paid break for each such day worked as determined by the classroom teacher and/or building principal.
- E. K.M., who is a full-time salaried teacher's Aide, shall be provided with a thirty (30) minute paid lunch break for regularly working seven (7) hours per day as a full-time salaried employee.

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ARTICLE IX

RESPECTIVE RIGHTS

A. Employee Rights

1. Rights and Protection in Representation

Pursuant to Chapter 123 Public Laws 1974, the Board hereby agrees that every Aide of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Aide in the employment 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; that it shall not discriminate against any Aide with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

2. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any Aide such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Aides hereunder shall be deemed to be in addition to those provided elsewhere.

3. Just Cause Provision

To the extent permitted by existing law, no Aide shall be discharged or disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

4. Required Meetings or Hearings

Whenever any Aide is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that Aide in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an Aide pending charges shall be with pay.

5. Association Identification

No Aide shall be prevented from wearing pins or other identification of

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membership in the Association or its affiliates. Such pins or other identification shall be in good taste. This privilege would not extend to the wearing of negotiations-related buttons in the classroom that may be disruptive to the educational program.

B. Managerial Rights

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 and in accordance with applicable laws and regulations pertaining to the following:

1. To direct Aides of the school district;
2. To hire, promote, transfer, assign, and retain Aides in positions in the school district, and for causes stipulated by law or in this Agreement, to suspend, to demote, discharge or take other disciplinary action against Aides, for just cause, to the extent consistent with existing law;
3. To relieve Aides from duty because of reduction in force or for other reasons as determined by law;
4. To maintain the efficiency of the school district operations entrusted to them;
5. To determine the methods, means, and personnel by which such

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operations are to be conducted;

6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Other Items

In the event that the Appellate Division of the Superior Court of the State of New Jersey or the Supreme Court of the State of New Jersey shall, during the term of this Agreement, determine that other items constitute terms and conditions of employment, the Board shall engage in collective negotiations with the representative concerning same.

B. Board Policies

It is understood that the current Board policy provisions shall apply whenever applicable.

C. Sick Leave

Aides shall be entitled to sick leave in accordance with statute.

D. Personal Days

Effective July 1, 2006, one (1) paid personal day. Effective July 1, 2007, an additional paid personal day will be granted for a total of two (2) days annually. An Aide must give three (3) days advance notice of intent to use a personal day. One (1) personal day may be carried over into the following school year. Exceptions may be made regarding the three (3) day notice in cases of extreme circumstance. The granting or not granting of a

waiver shall not be grievable. A maximum of fifteen (15%) percent of the staff will be approved to use paid or unpaid days at any one time. The Superintendent may approve use above the fifteen (15%) percent for special circumstances. Every effort should be made to not schedule days during standardized testing days, or adjacent to vacation/holidays. Up to two (2) days without pay per year may be taken to observe religious holidays.

E. Reduction in Force

Aide's seniority shall be defined as service in the District as an Aide. In the case of a reduction in force, seniority shall prevail in cases where the Board deems two Aides equally qualified. In cases where qualifications are not an issue, according to the Board, then seniority shall prevail. In cases where a less senior teacher's Aide has demonstrated greater job qualifications, then the Board may retain a less senior teacher's Aide in the case of a reduction in force. In the event that a vacancy occurs, a laid off Aide shall be entitled to recall in the order of his/her seniority provided that the Board may first recall a more qualified teacher's Aide having less seniority, if it elects to do so. Notice of recall to work shall be addressed to the Aide's last known address.

F. Bereavement

In the event of a death of a member of the Aide's immediate family, such Aide will be excused for a period not to exceed five (5) days, three (3) of which will be paid by the Board. The five (5) days will begin the day the Aide leaves. Such leave will not be

cumulative and will exclude Saturday and Sunday, and school holidays. If bereavement days are not taken immediately after the death, the superintendent must be advised within 10 days as to other arrangements for use of the bereavement days. The board and association acknowledge and agree that there may be extenuating circumstances requiring bereavement leave in excess of the number of days set forth herein. In such a case, the Aide may request from the Superintendent of Schools permission to take additional days without pay. The consent of the Superintendent of Schools will not be unreasonably withheld.

Immediate family shall be meant to include - spouse, parents/parents-in-law, brother/brother-in-law, sister/sister-in-law, children, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren or any person who has lived in the home of the certified staff member for a considerable length of time immediately preceding the death.

G. Maternity/Childcare/Family Leave

1. Maternity Leave

Maternity Leave shall be in accord with New Jersey State and Federal statutes. Sick days may be taken for 20 working days before the due date and 20 days after the birth of the child. If the Aide is physically able to return to work, as per doctor's release, after 20 working days, but chooses not to return at this time, the Aide must apply for childcare leave.

2. Childcare Leave

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The Board may grant up to one (1) year childcare leave without pay or benefits.

3. Family Leave

Family Leave shall be granted in accord with New Jersey State and Federal statutes and shall run concurrently with childcare leave.

H. On the Job Training

Newly hired Aides may receive additional days of paid training in order to familiarize themselves with the requirements of the employment position. Any such days are to be at the recommendation of the Superintendent.

I. Job Vacancies

All Aide job vacancies will be posted on the district's website and posted in both buildings.

J. Resignation Notice

An Aide must give the Board and Superintendent at least two weeks notice of intent to resign.

IN WITNESS WHEREOF, the Washington Township Board of Education and the Washington Township Education Association (Aides Unit) have caused this Agreement to be executed this day _____, 2006.

Attest: WASHINGTON TOWNSHIP BOARD OF EDUCATION

Secretary By: _____
President

Attest: WASHINGTON TOWNSHIP EDUCATION ASSOCIATION

Secretary By: _____
President