

Prepared: June 23, 2005

AGREEMENT

BETWEEN

THE

BOARD OF EDUCATION OF GREENWICH TOWNSHIP
COUNTY OF WARREN, NEW JERSEY

AND

THE

GREENWICH TOWNSHIP EDUCATION ASSOCIATION
(PARA-PROFESSIONALS)

EFFECTIVE JULY 1, 2005 THROUGH JUNE 30, 2007

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ARTICLE I

RECOGNITION

A. The Board does hereby recognize the Greenwich Township Education Association as the exclusive negotiating agent and official representative for the para-professionals in the Greenwich Township School District.

B. Unless otherwise indicated, the term, "para-professionals" when used hereinafter, shall refer to all para-professional and cafeteria aide employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with laws amending Chapter 123 Public Law 303 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of para-professional's employment. Such negotiations shall begin not later than October first of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all para-professionals as described in Paragraph A of Article I, be reduced to writing, be signed by the Board and the Association, and adopted by the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Greenwich Township School District.

C. 1. Neither party in any negotiation shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that both negotiating committees shall be empowered to make decisions, discuss all terms of the agreement, make

proposals and counter-proposals and agree upon the final contract.

2. This contract shall not become valid until ratified by both the Association and the Board.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

E. The Board agrees that the negotiation procedure set forth in this Article shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any federal and/or state laws, provided, however, that the relevant timetable shall be shortened, if necessary, to comply with the time requirements in making or processing applications under the relevant federal or state laws.

F. 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.

ARTICLE III

GRIEVANCE PROCEDURE

The parties hereto agree on the use of the following grievance procedure.

A. Definitions

1. A "grievance" is a claim by a para-professional or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting a para-professional or a group of para-professionals.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to assure, at the lowest possible level, equitable solutions to the problems, which may, from time to time, arise affecting para-professionals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Rights of Para-professionals to Representation

1. Any aggrieved person may be represented by himself/herself or, at his/her option, with a representative selected or approved by the Association at all stages of the Grievance Procedure. The aggrieved party must be present at all stages unless his absence, due to illness or emergency situations, is acceptable to both the Board and the Association. In this case only the designated representative must be present. In the case of a grievance affecting a group of para-professionals, only the designated representative(s) must be present. When a para-professional is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

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

D. Procedure

1. 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.

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

Step One: The Association shall institute action under the provisions hereof within thirty (30) school days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said thirty (30) school days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) school days of the initial discussion with the immediate supervisor, the aggrieved or the Association may present a grievance in writing within fifteen (15) school days thereof to the Superintendent. The written grievance

at this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant. The Superintendent will answer the grievance in writing to the Association within fifteen (15) school days of receipt of the written grievance.

Step Three: If a grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing to the Board within fifteen (15) school days. The grievance submission at this Step shall include copies of all previous correspondence relating to the matter in dispute. The Board shall respond, in writing, to the grievance within fifteen (15) school days after receipt of the submission.

Step Four: If a grievance is not settled through Steps One, Two and Three, the Association has the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within fifteen (15) school days after receipt of the Board's response. The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses, including, but not

limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. The Arbitrator shall not have the authority to add to, modify, detract from or in any way alter the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Board, the designated Association representatives may be permitted as members of the Grievance Committee to confer with employees and the Board on specific grievances in accordance with the grievance procedure set forth herein during the work hours of employees, without loss of pay.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing

herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

H. The Board shall make available to the Association any appropriate information necessary to investigate the grievance. This shall be done within fifteen (15) school days so as not to delay or impede the process.

ARTICLE IV

NOTIFICATION OF EMPLOYMENT

A. All paraprofessionals shall receive written notification of employment, which shall include:

1. Employment assignment (if possible)
2. Period and hours of employment
3. Rate of pay

B. Employment for para-professionals shall be voted on and para-professionals shall be notified by the Board of its determination in accordance with law.

C. The Board shall attempt to notify paraprofessionals of employment for the following year, if possible, by the last school day in June. All acceptances must be returned within fifteen (15) calendar days after individuals receive it. Failure to return the acceptance within fifteen (15) calendar days shall be considered a rejection of the offer of employment.

D. Whether or not the employee is given an assignment and/or hours pursuant to Section A and/or Section C above, the Association understands and agrees that the Board maintains the right, in its sole discretion, to change the employee's assignment and/or hours at any time based upon the needs of the Board.

E. With respect to terms and conditions of employment (i.e. layoffs, rehires, assignments, etc.) seniority shall be one factor considered by the Board in making its decision.

ARTICLE V

WORK DAY AND ASSIGNMENTS

A. Work Day and Work Year

1. The work day shall be as established by the Board based upon the needs of the Board, plus a one-half hour unpaid lunch for full day employees. The work year shall consist of all days when students are present plus one day prior to the start of the school year.

2. a. There will be no more than fifteen (15) supervisory or non-supervisory functions assigned to paraprofessionals by the Superintendent or Board of Education. "Non-supervisory functions" are defined to specifically include only faculty meetings or Board required training sessions, workshops, or conferences.

b. Compensation for the above-referenced supervisory or non-supervisory functions shall be included in the year-end adjustments as described in Article VI.

ARTICLE VI

COMPENSATION

Compensation for all current para-professionals employed as of July 1, 2005 covered by this Agreement are set forth in Schedules "A" and "B", which are attached hereto and made a part thereof.

A. 1. Effective July 1, 2005, the compensation for all current para-professionals covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.

2. Effective July 1, 2006, the compensation for all current para-professionals covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part thereof.

B. 1. Para-professionals shall be paid in twenty (20) equal installments, beginning with the second pay period in September.

2. If there are no changes in the para-professional's terms and conditions of employment that would impact their compensation, then any necessary adjustments in compensation would be made in the para-professional's last paycheck or paychecks in the school year, as required.

3. If there are any changes in the para-professional's terms and conditions of employment during the school year that impact compensation, adjustments shall be made in the para-professional's next paycheck following the change in those terms and conditions of employment, as well as any necessary year-end adjustments as referenced in paragraph 2 above.

C. When a pay day falls on or during a school holiday, vacation, or weekend, para-professionals shall receive their pay checks on the last previous working day.

D. Sick Day Retirement Pay - Effective July 1, 2005, twenty-five dollars (\$25.00) per day for a maximum of one hundred (100) days accumulated sick leave shall be paid upon retirement. "Retirement" is defined as full retirement pursuant to the Public Employee Retirement System, with a minimum of fifteen (15) years service with the Greenwich Township School District. The calculated sum shall be paid to said para-professional after the receipt of a written resignation for retirement and the acceptance by the Board of Education. Whenever possible, notification of intent to retire should be made by January 1 of the year of retirement.

ARTICLE VII

SICK LEAVE

A. Each para-professional shall receive ten (10) sick days per year. Said sick days shall be accumulative on a year to year basis when the total number of days allowed are not used within a given year.

B. Para-professionals shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

C. When a para-professional, normally entitled to sick leave, is absent as a result of an accident arising out of and in the course of employment, he/she shall receive compensation pursuant to the Workers' Compensation Laws.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

A. Para-professionals shall be entitled to two (2) days leave of absence for personal legal business, household, or family matters which require absence during school hours. All requests for personal leave are to be made at least twenty-four (24) hours in advance to the Superintendent except in the case of an emergency. Applicants for such leave shall not be required to state reasons for taking such leave, other than he is taking it under this section. Unused personal days shall be applied to accumulative sick leave.

B. 1. All para-professionals shall be entitled to two (2) bereavement leave days for the death of a spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, grandmother, grandfather, and any other relative living in the para-professionals household.

2. Bereavement leave shall be taken on two (2) consecutive work days, and shall commence between the day of death and the day of the funeral.

ARTICLE IX

REPORTING ABSENCES

A. Absences are to be reported before 6:30 a.m of the day the para-professional will be absent, if possible.

B. When sick leave is claimed for three (3) consecutive school days, the Board of Education may require a physician's certificate. This will be filed with the Secretary of the Board of Education in order to obtain sick leave. In cases of suspicion of abuse, the Board of Education may require a physician's certificate for any length of absence. This and any required physician's examination will be paid for by the Board of Education.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. All employees shall be entitled to Military Leave in accordance with Federal and State Statute.

B. All para-professionals shall be entitled to maternity leave in accordance with the Family Medical Leave Act and the Family Leave Act.

C. All benefits, to which a para-professional was entitled at the time said person's leave of absence commenced, including unused accumulated sick leave, shall be restored to said person upon the said person's return, and said person shall be assigned to the same position which said person held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

D. All extension or renewals of leaves shall be applied for and granted in writing.

ARTICLE XI

PROFESSIONAL GROWTH

A. All employees shall be provided opportunities for development of increased competence beyond which they may attain through the performance of their assigned duties.

B. Employees who are required by the Board through the Superintendent to attend any in-service training, workshop, conference, seminar, etc. shall have all costs for attendance paid for by the Board.

C. If an employee desires to attend any workshop, conference, seminar, etc., and wants the Board to cover the costs of attendance, the employee must request and receive advance approval in writing. It shall be at the sole discretion of the Superintendent as to whether or not approve reimbursement. If the Superintendent approves mileage, it shall be at the IRS rate.

ARTICLE XII

AGENCY SHOP

A. If any member of this bargaining unit does not become a member of the Association during any membership year that is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

B. The mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

C. This Agreement constitutes the conditions of and terms of employment for those persons covered under this Agreement, and the Board of Education shall carry out the commitments contained herein and give them full force and effect during the duration of said Agreement.

ARTICLE XIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. This Agreement incorporates and finalizes all the areas of negotiation heretofore discussed between the parties hereto and contains the complete and final understanding between the said parties as to this negotiated contract.

IN WITNESS WHEREOF, the said parties caused this document to be signed by their proper corporate officers and caused their corporate seal to be hereto affixed.

GREENWICH TOWNSHIP BOARD OF EDUCATION

BY: _____

DATE: _____

ATTEST:

Annette Edmonds, Bus. Admin/Bd.Sec.

DATE: _____

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

BY: _____

DATE: _____

ATTEST:

DATE: _____

SCHEDULE A

2005-2006 SCHOOL YEAR COMPENSATION

<u>Name</u>	<u>Hourly Compensation</u>
Laura Morris	12.89
Susanne Waldt	11.19
Kathy McDermid	10.54
Sara Knight	10.54
Mary Perasso	10.54
Joyce Simmonds	10.54
Suzanne Borsi	10.54
Thuangchtu Tent	10.24
Peggy Chin	10.24
Deborah Yock	10.24
Katherine Eddy	9.74
Frances Lisznaski	9.74
Angela Grumbine	9.74
Kristina Schultz	9.74
Margaret Gardner	9.24
Helen Prongay	9.24
Dolores DeNuzzie	9.24
Susan Petras	9.24

SCHEDULE B

2006-2007 SCHOOL YEAR COMPENSATION

<u>Name</u>	<u>Hourly Compensation</u>
Laura Morris	13.32
Susanne Waldt	11.62
Kathy McDermid	10.97
Sara Knight	10.97
Mary Perasso	10.97
Joyce Simmonds	10.97
Suzanne Borsi	10.97
Thuangchtu Tent	10.67
Peggy Chin	10.67
Deborah Yock	10.67
Katherine Eddy	10.17
Frances Lisznaski	10.17
Angela Grumbine	10.17
Kristina Schultz	10.17
Margaret Gardner	9.67
Helen Prongay	9.67
Dolores DeNuzzie	9.67
Susan Petras	9.67