

Agreement

between the

Board of Education of the School District of the Chathams

And

The Association of Chatham Aides

THIS AGREEMENT is made on the *28th* day of *June, 2004*, between the Board of Education of the School District of the Chathams, Chatham, New Jersey, and the Association of Chatham Aides.

I. RECOGNITION CLAUSE

The Board of Education of the School District of the Chathams recognizes the Association of Chatham Aides (ACA), hereinafter called the "Association" as the majority representative for paraprofessionals who provide support services in our K-12 schools.

It is understood that those employees covered by the Agreement, who work less than twenty (20) hours per week, will receive prorated benefits, other than medical and dental.

II. TERM OF CONTRACT

The term of this contract shall be July 1, 2003 through June 30, 2006. Economic provisions for the salary guides shall be September 1, 2003 through June 30, 2004 for the 2003/04 school year; September 1, 2004 through June 30, 2005 for the 2004/05 school year; and, September 1, 2005 through June 30, 2006 for the 2005/06 school year.

All terms and conditions of employment shall remain unchanged except as expressly modified herein.

All dates involving the term of the contract shall be modified to conform to the above duration of agreement.

Salaries shall be increased each year by the following increments, in accordance with Salary Guides 2003-04 through 2005-06, set forth on *Attachment A*:

Year One	2003-04	3% of the 2002-03 Base
Year Two	2004-05	3% of the 2003-04 Base
Year Three	2005-06	3.5% of the 2004-05 Base

III. SUCCESSOR AGREEMENT

The parties agree to begin negotiating a successor Agreement no later than January 2006.

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.

IV. ANNUAL SICK LEAVE ALLOWANCE

- Ten (10) days sick leave per year, with full pay.
- Any unused portion of the yearly allowance for a given employee shall be cumulative.

V. PERSONAL DAYS

An employee shall be granted a maximum allowance of up to three (3) days leave of absence in any one year; two, if unused, can accumulate for severance purposes.

Written notification of personal days shall be made to the building principal at least two weeks in advance, except for an emergency situation. (See Personal Day Request *Attachment B*). Copies of personal day application forms will be kept in the building level personnel file.

Personal days may be used for the following reasons:

- A. Important personal business, which cannot be attended to other than during school hours on days when school is in session, including weddings and graduations of family members.
- B. *Marriage*: Upon request, an employee whose marriage takes place when schools are in session shall be granted a leave of absence of up to five (5) school days. These days are without pay.
- C. *Legal business*
- D. *Personal or Family Emergencies*
- E. Documentary verification, which does not infringe upon the employee's right to privacy, will be required by the Building Administrator prior to approving personal days that fall before and/or after a holiday, vacation, or teachers' convention. With reasonable cause, the Building Administrator may request verification for personal days, which fall on Friday or Monday. This verification shall not infringe on the employee's right to privacy.

VI. SEVERANCE

- A. Terminal severance pay will be granted to full time Aides who retire directly from employment in the School District of the Chathams, are eligible and qualify for State retirement benefits and who have served for twenty (20) or more years in the School District of the Chathams.
- B. Full time Aides shall receive payment for accrued sick and personal business days. The rate of remuneration shall be \$20.00 per day.
- C. In the event that an Aide dies while in service to the School District of the Chathams, his/her unused sick days will be reimbursed at the specified rate in the name of his/her designated beneficiary.

VII. WORK YEAR

Ten Month Aides – 189 Work Days

The work year for ten month aides shall be a maximum of 189 days to include:

- one day before students begin the school year and one additional day to be mutually agreed upon with the teacher and/or building principal as needed;
- one day after the students leave, and one additional day to be mutually agreed upon with the teacher and/or building principal as needed. If the need does not exist, the aides will not be required to work the extra two days.
- Aides are required to attend one (1) In-Service Day per year. Part-time aides may be excused from the In-Service Day at the principal's discretion.

VIII. WORK DAY

Full Time 10 Month Aides

Full Time Aides Hours shall parallel school hours:

Elementary (K-3)	8:35 AM – 3:05 PM
Grades 4-5	8:40 AM – 3:10 PM
Grades 6-8	8:00 AM – 2:36 PM
Grades 9-12	7:30 AM – 2:35 PM

It is also understood that all Aides should be on site at least 15 minutes before their first assignment and will remain on site for at least 15 minutes following their last assignment.

Every effort will be made to ensure that Aides at the K-8 level will have a scheduled lunch that is approximately the same length as students' lunch period in the building to which they are assigned. Every effort will be made to ensure this lunch is not less than 25 minutes.

Aides at the 9-12 level will be assigned a lunch not less than 25 minutes.

Full Time Aides who split their work day among two or more buildings will not have their work day extend beyond seven and one half hours inclusive of travel time.

IX. GRIEVANCE PROCEDURES

The BOE and the ACA agree on grievance procedures set forth in *Attachment C*.

X. DISABILITY, CHILDBEARING AND CHILDBEARING

The BOE and the ACA agree to Disability, Childbearing and Childrearing contract language set forth in *Attachment D*.

XI. FAMILY ILLNESS/DEATH OF RELATION

For absence due to serious illness or death of any relative in the employee's immediate family, or a relative for whom one is responsible, full pay will be granted for not more than six (6) days in each year. Immediate family shall include father, mother, spouse, spouse's father or mother, child, brother, sister, or any relative residing in the immediate household. Family Illness/Death Leave is not cumulative.

XII. TRAVEL

Employees whose schedules require them to travel between buildings during the day shall be reimbursed for the mileage incurred at the standard rate recognized by the IRS for reimbursement.

XIII. AUTOMATIC PAYROLL DEDUCTION

A. The Board agrees to deduct from the salaries of its aides: dues for the Association, the Morris County Education Association, the New Jersey Education Association, and the National Education Association, or any one or combination of such associations as said aides voluntarily and individually authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public laws of 1967 (N.J.S.A. 52:14-16.9e) and under rules established by the State Department of Education.

- B. Said monies and a report shall be forwarded from the Business Office to the appropriate association or associations.
- C. Each employee may choose one of the following options for the payment of salary under the following conditions: the employee's decision to enter plans (b) or (c) must be made prior to September 1st and will continue for the duration of the current year. Continuation in the plan will be automatic from year to year unless the employee requests termination in writing:
 - 1. Salary is divided into 20 equal installments payable on the 15th and on the last day of the month.
 - 2. Any employee may choose to have his/her salary divided into 24 equal installments. From September through June, the payments will be as outlined in paragraph (a) above. The Board will mail semi-monthly payments in July and August on the 15th and on the last day of the month.
 - 3. A designated percent of the gross monthly earnings will be forwarded by the Board to the bank of the employee's choice and/or Tri-Co Federal Teachers' Credit Union. The employee will designate this percent prior to September 1st of each school year. All other arrangements with the bank must be made with the employee. If an employee involved in this plan requests termination of the deduction during the school year, he or she may not re-enter the plan until the following September.
 - 4. Upon the request of the employee, the employee's net monthly earnings will be forwarded by the Board to his/her choice of bank and/or credit union.

XIV. REPRESENTATION FEE

The BOE and the ACA agree on the Representation Fee contract language set forth in *Attachment E*.

XV. HEALTH CARE INSURANCE BENEFITS

- 1. **2003-04 and 2004-05 School Years**
 - A. The Board will provide one-hundred percent (100%) of the cost of medical insurance benefits of either the Point of Service (POS) Managed Care Health Plan, the Preferred Provider Organization (PPO), or the Traditional Plan for all employees within the school district as of December 31, 1997.

B. The Board will provide one-hundred percent (100%) of the cost of medical insurance benefits of the district's Point of Service (POS) Managed Health Plan for all employees hired to begin employment on or after January 1, 1998. These employees shall have the option to contribute on a monthly basis the cost differential between the POS and the PPO, or the Traditional Health Plan if they choose to select different coverage.

2. **2005-06 School Year**

Employees shall have the option to contribute on a monthly basis the cost differential between the POS and the PPO, or the Traditional Health Plan, if they choose to select different coverage. This applies through December 2005. The Traditional Plan will not be available beginning January 1, 2006.

3. The percentage of premium cost to be borne by the employee for the cost of dependent medical coverage of the plan in which the employee is enrolled shall be as follows:

Year	MEDICAL PLAN TYPE			DENTAL
	POS	PPO	TRADITIONAL	Annual Contribution
2003-2004	7.5%*	7.5%*	7.5%*	\$75
2004-2005	7.5%*	8.0%*	8.0%*	\$75
2005-2006	7.5%*	8.5%*	NA	\$75

***Contributions for dependents only.**

4. If an employee covered by this contract chooses to waive their health insurance benefits because they are covered by health insurance through some other source (and they can offer proof of such coverage), they will be given a cash incentive equal to twenty-five percent (25%) of the premium by which they were covered during the previous year's employment in Chatham.

5. The Board will provide one-hundred percent (100%) of the cost of dental insurance for all employees and their dependents, except that each employee shall pay seventy-five (\$75.00) per year, which shall be deducted proportionately from each paycheck.

6. Medical and dental coverage will be provided by the following carriers:
 - Delta Dental Plan of New Jersey
 - Horizon Blue Cross and Blue Shield
 - Benefits to be equivalent to those specified within these plans should the Board seek coverage with another provider.
7. Each employee will be provided a copy of these insurance plans.
8. FSA (Flexible Spending Account)

The Board will provide a Flexible Spending Account and will provide each employee with a copy of the services covered by the account.

Chatham Aides Salary Guides

FULL TIME AIDES

2003-04

<i>Step</i>	<i>III No Degree</i>	<i>II Associates</i>	<i>I BA</i>	<i>Guide Placement</i>	
1	\$21,035.00	\$23,289.00	\$25,548.00	Step 1	0 – 2 Years
2	\$21,335.00	\$23,589.00	\$25,853.00	Step 2	3 – 5 Years
3	\$21,635.00	\$23,889.00	\$26,158.00	Step 3	6 – 10 Years
4	\$21,935.00	\$24,189.00	\$26,463.00	Step 4	11+

2004-05

1	\$21,335.00	\$23,689.00	\$26,058.00
2	\$21,935.00	\$24,389.00	\$26,763.00
3	\$22,535.00	\$25,089.00	\$27,468.00
4	\$23,135.00	\$25,789.00	\$28,173.00

2005-06

1	\$21,785.00	\$24,046.00	\$26,406.00
2	\$22,835.00	\$25,103.00	\$27,874.00
3	\$23,885.00	\$26,160.00	\$28,937.00
4	\$24,935.00	\$27,217.00	\$30,000.00

To move from Step 1 to Step 2, an employee must have three complete years of experience in district.

To move from Step 2 to Step 3, an employee must have six complete years of experience in district.

To move from Step 3 to Step 4, an employee must have eleven complete years of experience in district.

PART TIME AIDES

Hourly Rate

2003-04	\$14.75
2004-05	\$14.85
2005-06	\$14.95



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between the

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CHATHAMS**

and the

ASSOCIATION OF CHATHAM AIDES

July 1, 2003 to June 30, 2006

TABLE OF CONTENTS

I.	RECOGNITION CLAUSE	1
II.	TERM OF CONTRACT	1
III.	SUCCESSOR AGREEMENT	2
IV.	ANNUAL SICK LEAVE ALLOWANCE.....	2
V.	PERSONAL DAYS	2
VI.	SEVERANCE	3
VII.	WORK YEAR.....	3
VIII.	WORK DAY	3
IX.	GRIEVANCE PROCEDURES.....	4
X.	DISABILITY, CHILDBEARING AND CHILDREARING	4
XI.	FAMILY ILLNESS/DEATH OF RELATION	4
XII.	TRAVEL	4
XIII.	AUTOMATIC PAYROLL DEDUCTION	4
XIV.	REPRESENTATION FEE.....	5
XV.	HEALTH CARE INSURANCE BENEFITS	5

Attachment A Salary Guides/Hourly Rates (2003-04, 2004-05, 2005-06)

Attachment B Personal Day Request

Attachment C Grievance Procedures

Attachment D Disability Leave

Attachment E Representation Fee

BOARD OF EDUCATION
School District of the Chathams

By: _____
Gerald Helfrich, President

Date:

ATTEST:

Vincent D. Yaniro, Secretary

ASSOCIATION OF CHATHAM AIDES

By: _____
Robin Holleran, President

By: _____
Fran Haimowitz,
Association Representative

ATTEST:

James F. O'Neill
Superintendent of Schools

Samantha Landers
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