

NEGOTIATED AGREEMENT

BETWEEN

CLINTON - GLEN GARDNER BOARD OF EDUCATION

AND

THE CLINTON TOWN PARAPROFESSIONAL ASSOCIATION

1. PREAMBLE

This Agreement entered into this 23rd day of February, 2010, by and between the Board of Education of the Clinton – Glen Gardner School District, located in Clinton, New Jersey, hereinafter called the “Board,” and the Clinton Town Paraprofessional Association, hereinafter called the “Association.”

2. ARTICLE I -- RECOGNITION

A. Recognition

The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment, as defined by N.J.S.A. 34:13A-1 et seq., for all personnel under contract with the Board in the following categories of employment:

Instructional Paraprofessional
Library Media Paraprofessional

B. Definition of Employee

Unless otherwise indicated, the term “employees” when used hereinafter in this Agreement shall refer to all employees of the school represented by the Association as set forth above.

3. ARTICLE II – NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and the Rules and Regulations of the NJ Public Employment Relations Commission, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1st of the school year in which this Agreement expires and at a time mutually agreeable to both parties. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association following ratification by the Association and public adoption by the Board.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals and counterproposals in the course of negotiations.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.
- D. 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.

4. ARTICLE III – GRIEVANCE PROCEDURES

- A. All alleged contractual violations concerning terms and conditions of employment shall be subject to the following procedure:

Level 1 – Principal/Immediate Supervisor
 Level 2 – Superintendent or designee
 Level 3 - Board of Education

Failure at any step of this procedure to appeal a Grievance to the next step within the specified time limits shall be deemed acceptance of the decision tendered at that step.

The purpose of this procedure is to secure at the lowest possible level solutions to the problems which may from time to time arise affecting the application of any of the provisions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- B. If a Paraprofessional does not file a grievance in writing with the Principal or other designated Board representative with twenty (20) business days after the occurrence, then the grievance shall be considered as waived. All time limits specified in this procedure may be waived by mutual agreement of the parties.

- C. Level 1

If a Paraprofessional believes there is a basis for a grievance, he/she shall contact the Association Grievance Chairperson who may invoke the formal grievance procedure as indicated here. A formal grievance shall be initiated by delivering the following, in writing, to the Board representative:

1. The nature of the grievance.
2. The nature and extent of injury, loss or inconvenience.
3. The results of previous discussions.
4. Their dissatisfaction with decisions previously rendered.
5. Provisions of this Agreement involved in the grievance.

6. Relief requested

Within five (5) business days of the receipt of the written grievance, the Board representative shall meet with the grievant and the Association representative and shall render their disposition in writing to the Paraprofessional(s) and the Association.

D. Level 2

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within (5) business days, the grievance shall be transmitted to the Superintendent. Within ten (10) business days of the receipt of the grievance, the Superintendent shall indicate disposition of the grievance in writing to the Paraprofessional(s) and the Association.

The Superintendent may, at his/her option or at the request of the Association, hold a hearing prior to rendering a decision.

E. Level 3

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required ten (10) business days, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board. Disposition of the grievance in writing shall be made within ten (10) business days of such appropriate action. Copies of such disposition shall be furnished to the Paraprofessional(s) and the Association. The Board may elect to hold a hearing on the grievance prior to rendering a decision.

F. **Exclusions/General Provisions**

1. The following matters shall not be the basis of any grievance filed under the procedure outlined in the article:
 - a. The termination of services or of failure to re-employ unless the termination is for disciplinary reasons.
 - b. Transfers and/or reassignments made for predominantly educational reasons.
2. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties.
3. Any individual employee at any time may present grievances to the employer and have the grievances adjusted; however, the Association must be notified and have an opportunity to address the issue prior to a decision being made at any level of the grievance procedure.

4. It is understood by the parties that any grievant shall, during and notwithstanding the pendency of any grievance, continue to follow all assignments and applicable rules, regulations, policies and directives of the Board of Education until such grievance and any effect thereof shall have been duly determined.
5. Those alleged grievances arising on the district level shall commence proceedings at the level of the Director of Personnel.
6. Arbitration shall be final and binding.

5. ARTICLE IV – BOARD RIGHTS

- A. The Association recognizes that the Board may not delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- B. The Board recognizes that the Association may not delegate authority and responsibility which by law are imposed upon and lodged with the Association.
- C. In the exercise of power, rights, authority, duties and responsibility by the Board and in the adoption of policies, rules, regulations and practices in furtherance thereof, the Board reserves to itself all jurisdiction and authority over matters of policy and retains the right (A) to direct employees of the school district, (B) to hire, promote, transfer, assign and retain employees in positions within the school district and suspend, demote, discharge or take other disciplinary action against employees, (C) to relieve employees from duties, (D) to maintain the efficiency of the school district operations entrusted to them, (E) to determine the method, means and personnel by which such operations are to be conducted, and (F) to take whatever other actions may be necessary to carry out the mission of the school district in any situation. The foregoing shall be limited only to the extent such terms thereof are in conformance with the terms of this Agreement, the Constitution and Laws of the State of New Jersey and the Constitution of the United States.

6. ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall be permitted to use school mail facilities and school mailboxes as it deems necessary. The administration is not responsible for Association mail.
- B. The Association shall be charged for all school materials and supplies that it uses and shall provide its own secretarial help.
- C. The Association shall be permitted to use school facilities at appropriate times and with permission of the building principal.
- D. If a reduction in force is being considered, the Board shall notify and consult with the Association, where possible, four weeks prior to the reduction in force, but in all instances, not less than five (5) days prior to employee notification.

- E. Any reduction in force and/or recalls shall be carried out in accordance with the Administrative Code and Statutes.

7. ARTICLE VI – MISCELLANEOUS

Job Posting

All jobs will be posted in the District Schools within five school days prior to the position being filled. Any interested employees may apply.

8. ARTICLE VII – PAID LEAVES OF ABSENCE

A. Personal Sickness

A maximum of ten school days per year may be taken for personal sickness. “Sick leave with full pay for minimum of ten school days in any school year.” (18A:30-12) “All days of minimum allowable sick leave not utilized in any school year shall be cumulative to be used for additional sick leave in subsequent years. (18A:30-3). There will be no compensation for unused sick days.

B. Family Illness

A maximum of four school days per year may be taken for an illness in the family, with approval by the superintendent. These days are non-cumulative.

C. Death in the Family

Maximum of five school days per incident may be taken for a death in the family. If needed, additional paid bereavement days may be granted by the superintendent; this request must be made in writing to the superintendent, specifying extenuating circumstances. These days are non-cumulative.

D. Personal Business

Up to three school days may be taken for business which cannot be handled after school hours upon prior notification to, and approval by, the superintendent.

E. Carry-over sick leave

There will be no carry-over sick leave from other districts.

ARTICLE VIII – MATERNITY LEAVE

Employees are entitled to maternity leave as set forth in applicable federal and state law.

9. ARTICLE IX – SALARIES

A. Base Salaries

Base Salaries shall be increased as follows for employees:

2010-2011	2011-2012	2012-2013
3.90%	3.75%	3.75%

B. Method of Payment

1. Ten Month

Each employee employed on a ten-month basis shall be paid in 20 equal semi-monthly installments. Payroll checks will be distributed on the 10th and 25th day of each month.

2. Automatic Payroll Savings Plan

Employees may individually elect to have a portion of their monthly salary deducted from their pay. These funds shall be deposited in an interest-bearing account each pay day. These funds shall be paid to the employee upon demand or to the employee's estate.

3. Automatic Payroll Deposit Plan

Employees may individually elect to have their monthly salary automatically deposited in his/her checking and/or savings account.

4. Exceptions

When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

10. ARTICLE X – WORK DAY

A. Work Day

Full-time aides shall work a seven (7) hour day including one half hour for lunch. Aides can leave within 15 minutes after students on conference days.

Work Year: No more than 185 days.

B. Overtime

Federal and state overtime laws and regulations shall govern payments of all overtime hours worked over forty (40) hours per week. Overtime requires advance administrative approval.

C. Emergent Circumstances

Employees recognize that from time to time in emergent circumstances, they may be called upon to assist the administration in the care and supervision of children. Towards that end, the Board recognizes that any aides who assist in the care and supervision of children are protected and held harmless by virtue of the provisions of N.J.S.A. 18A:16-6 and N.J.S.A. 18A: 16-6.1. Association seeks ability to be paid for the after school

program at the childcare rate when such duties are performed outside of their regular work day as defined in paragraph A above.

10. SENIORITY

A Paraprofessional shall have no seniority rights until he/she has been employed (without a break in service) for three (3) consecutive school years. Following such period of employment, seniority will be computed beginning with the employee's first day of employment. The first school year of service will count toward earning seniority, provided the employee commenced employment prior to February 1.

Once seniority is earned, seniority shall be defined as a Paraprofessional's total length of service as a Paraprofessional. Seniority shall accumulate until there is a break in service.

A break in continuous service occurs when a Paraprofessional resigns, is discharged, is non-renewed at the end of a school year, retires or is laid off.

The Board shall maintain a current seniority list and shall furnish copies of the seniority list to the Clinton Public Paraprofessional EA (hereafter known as CPPEA) President each year on September 30.

11. REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about September 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees required to pay the representation fee the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Mechanics

Except as otherwise provided in this Agreement, 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.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in section 3a above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than two weeks after the Board received said notice.

5. New Employees

The Board will submit to the Association a list of all employees hired after September 15, within two weeks after Board approval of the hire. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

12. ARTICLE XII – DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2010 through June 30, 2013.

----- SIGNATURES -----

CLINTON – GLEN GARDNER
BOARD OF EDUCATION

CLINTON TOWN
PARAPROFESSIONAL ASSOCIATION

By: *Robert [Signature]*
President

By: *Suzanne Stidworthy*
Co-President

ATTEST:

ATTEST:

By: *Lisa Craft*
Secretary

By: *Shannon Mayunick*
Co-President

March 10, 2010
Date

March 8, 2010
Date