

451

AGREEMENT

BETWEEN

THE PHILIPSBURG BOARD OF EDUCATION

AND

THE PHILIPSBURG AREA PROFESSIONAL ASSOCIATION

JULY 1, 1998 - JUNE 30, 2000

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the paraprofessionals of the Phillipsburg Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all aides, under contract, as herein included: Classroom Aides, Library Aides, Compensatory Education Aides, Special Service Aides, and all other aides employed as auxiliary personnel to certificated instructional personnel; but excluding: Lunchroom Aides.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this contract shall refer to the personnel represented by the Association in the negotiating unit as defined above. Any reference by pronoun contained herein shall be of the form "he/she", "him/her", etc.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Consistent with Chapter 123, P.L. of N.J. 1975, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this contract except those items that are determined to be management prerogative.

B. The Board agrees to enter into negotiations with the Association over a successor agreement. The Association agrees to present to the Board its proposals for the successor agreement. Any agreement shall apply to all members of the negotiations' unit, shall be reduced to writing, and shall be submitted to the Association and the Board for review. The Board and the Association retain the right to ratify or reject the tentative agreement reached by their representatives. Upon ratification, the agreement shall be signed by both parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place as soon as practicable after December 7th unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon reasonable request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the 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.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition:

1. A "grievance" shall mean a claim in writing by an employee or group of employees that there has been to him/her or them misinterpretation, misapplication or a violation of any of the provisions of this Agreement or of written Board policy affecting terms and conditions of employment or of an administrative decision affecting him/her or their terms and conditions of employment.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence; otherwise the same shall be deemed to have been abandoned. The term grievance shall not include the following:

(a) Matters which according to law are beyond the scope of Board authority or which, by law, are limited to unilateral action by the Board alone.

(b) The failure or refusal of the board to renew a contract of a nontenured employee or complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required will be dealt with under the PERC Statute Ch. 123, Public Law as amended.

2. A "Party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall...Permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. 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. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any party may be represented at all stages of the grievance procedure by himself/herself and/or a representative.

C. Level One:

Any employee who has a grievance shall discuss it first with her immediate superior in an attempt to resolve the matter informally at that level. The employee must make it clear to the supervisor that a grievance is being presented and must specifically state that the matter is being considered a grievance. (Revised 2/28/83)

Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth within said five (5) school day period his/her grievance in writing to his/her immediate superior on the grievance forms provided in the administration manual. The written grievance shall specify the following:

- (a) the nature of the grievance;
- (b) the specific term or provision of this agreement or of written Board policy alleged to have been misinterpreted, misapplied or violated;
- (c) the remedy sought.

The immediate superior shall communicate his decision to the employee in writing with reasons within five (5) school days of receipt of the written grievance.

Level Three:

The employee shall, no later than five (5) school days after receipt of the immediate superior's decision (if same is not satisfactory) appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with carbon copy to the immediate superior setting forth the matter submitted to the immediate superior as specified above and the reasons for his/her dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and immediate superior.

Level Four:

If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review and hearing by the Board of Education. The request shall be submitted in writing to the Board, care of the Board Secretary, with a copy to the Superintendent. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. If the Board elects to conduct a hearing, it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within twenty (20) school days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall, in writing, notify all interested parties through the Superintendent of Schools of its determination.

Level Five:

(a) In the event any party is dissatisfied with the disposition of the grievance at Level Four and wishes review by a third party and the claim pertains exclusively to misinterpretation, misapplication or a violation of any of the provisions of this Agreement, he/she shall, within five (5) school days after the decision by the Board, request, in writing, that the grievance be submitted to arbitration. Such request shall be accompanied by the written recommendation for such action by the Association.

(b) Within ten (10) school days after such written notice of request for submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The decision of the arbitrator shall be advisory only.

(c) The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he in any case have power to rule on any issue or dispute excepted from this grievance procedure by any other provision of this Agreement, including any decision which may be under discretionary provisions of this Agreement.

D. **Costs:**

1. Each party shall bear the total cost incurred by it.
2. The fees and expenses of the arbitrator are the only costs which will be shared equally by both parties.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to 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 law of the State of New Jersey, 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 of 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee 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.

B. No employee shall be disciplined or have his/her compensation reduced without just cause. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall, at the option of the employee be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before an administrator, the Superintendent or Board concerning matters which, in the opinion of the Administrator involved, could adversely affect the continuation of that employee in his/her position, 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 a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives may apply to use a school building at all reasonable hours for meeting pursuant to Board policy. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations. Permission of the Superintendent and/or designees shall be required and will not be withheld unreasonably.

B. The Association shall have the right to use school facilities and equipment, including computers, typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. No equipment shall be removed from the school building without approval of the building principal. The Association shall pay for any damage incurred, loss or theft of borrowed property. Permission of the building principal or designee is required and shall not be withheld unreasonably.

C. Whenever any representative of the Association or employee participates during working hours in mutually scheduled negotiations or grievance proceedings, they shall suffer no loss of pay.

D. The Association shall have the right to use, in a reasonable manner, the inter-school mail facilities and school mail boxes as it deems necessary with prior approval of the building administrator or other members of the administration. Such permission shall not be withheld unreasonably.

E. The Board agrees to furnish to the Association, by September 1, a current roster of the employees governed by this contract, including the employee's assignment and home address.

ARTICLE VI

WORK YEAR AND WORK DAY

- A. The work year shall consist of 180 days.
- B. Holidays and vacations shall be the same as on the student calendar.
- C. The work day shall consist of the following hours:
1. Grade Schools and Middle School
 - 6-1/2 hours with a 30 minute duty free lunch.
 - Daily hours to coincide with that of the building teachers (i.e. 8:10 A.M. - 2:40 P.M.)
 2. High School
 - 7 hours with a duty free lunch equivalent to and coinciding with teacher lunch.
 3. There shall be a daily scheduled twenty (20) minute break time and a ten (10) minute break time for part-time employees.

ARTICLE VII

ASSIGNED DUTIES

- A. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
- B. In the event that an employee covered by this agreement be requested or required to perform clerk/secretarial duties for an absent district employee, for a period of 45 minutes or longer, he/she shall be compensated at the substitute rate for clerks/secretaries, provided that rate exceeds his/her hourly rate as defined by this agreement.
- C. In the event that an employee covered by this agreement is currently on the approved list of substitute teachers, that employee shall be utilized as the substitute teacher in the event of the absence of his/her immediate co-worker. Said employee shall then receive the approved daily rate for a substitute, provided that such rate exceeds his/her daily rate as defined by this agreement.

ARTICLE VIII

REDUCTION IN FORCE

A. In the event of a reduction in force, reductions shall be made according to seniority, provided that the employee has received a satisfactory rating.

ARTICLE IX

TRANSFERS AND RE-ASSIGNMENTS

A. All transfers and re-assignments are the prerogative of the management. Except in the event that the employee is unavailable or an emergency situation occurs, an involuntary transfer or re-assignment shall be made only after a meeting between the employee involved and the Building Principal, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or re-assignment at this meeting, upon request of the employee the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. All effort shall be made to notify the employees governed by this agreement as to their assignments for the coming school year at the earliest possible time.

B. Once all employees who had formerly been reduced from full to part-time have been offered a full-time assignment shall be filled by an open-bidding process. All unit members may bid on such openings.

C. Any employee who desires a change in assignment or building may file a written statement of such desire with the Superintendent no later than March 15. Such statement shall include the grade and/or subject and/or building to which the employee wishes to be transferred, in order of preference. The final decision pertaining to assignment shall rest with the Superintendent. Upon reaching a decision, the Superintendent shall notify all employees involved.

ARTICLE X

SALARIES AND EMPLOYMENT STATUS

A. No later than the first Board Meeting in June, employees shall be notified of their employment status for the following year. Employees shall notify the Superintendent of their acceptance of the position no later than five (5) days after receipt of such notice.

B. Method of Payment:

1. Ten (10) Month

Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Summer Pay Plan

Each employee may have the option of participating in the NORCAR Teachers Credit Union and to have monthly deductions made from his/her pay.

3. Exceptions

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

4. Final Pay

Each employee shall receive his final pay and, if known, the pay schedule for the following year on the last working day in June.

C. All employees shall be compensated according to schedule.

D. Each employee shall be placed on his/her proper step of the salary schedule as of the beginning of the 1980-81 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any employee employed on or after February 1 of any school year shall be given full credit of 1/2 year of service toward the next increment step for the following year.

ARTICLE XI

SICK LEAVE

A. Accumulative

1. As of September 1, 1980, all employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. As of September 1, 1993, all part-time employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

C. Pay for Sick Leave

After eighteen (18) years in the district, employees who retire to collect a pension under P.E.R.S. within one year shall be paid one-half their daily pay for up to sixty (60) accumulated days (i.e. a maximum payment of thirty (30) days pay) and quarter pay (1/4) for the next thirty (30) days of unused accumulated sick leave (i.e. an additional maximum of 7.5 days pay).

ARTICLE XII

TEMPORARY LEAVES

A. Employees shall be entitled to two (2) temporary leave days with full pay without specifying the reasons. All Personal Days will accumulate as sick days.

B. All leaves of absence referred to in this section are subject to the following conditions:

(1) At least twenty-four (24) hours notice shall be given by the employee in requesting a personal day through his/her immediate superior. Lacking such notice, the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/195 of the annual salary for 10 month employees and 1/260 of the annual salary for 12 month employees.

(2) Personal days will not be granted the day immediately preceding or following a vacation or holiday, except for appropriate reasons stipulated well in advance.

(3) The Superintendent of Schools, in the best interests of the school district, is empowered to deny any requests for the above days.

C. Up to five (5) successive days may be granted for death in the immediate family (spouse, children, and other members of the same home; father, mother, grandfather, grandmother, sister, and brother; mother-in-law and father-in-law). The Superintendent may grant up to five successive days for other family members when circumstances warrant it.

D. Extensions to any temporary leaves of absence referred to in Sections A & B as outlined above may be amended at the discretion of the Superintendent of Schools.

E. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

F. Each employee will receive one Family Illness day with pay. (Day equals length of individual work day.)

ARTICLE XIII

EXTENDED LEAVE OF ABSENCE

- A. A maternity/child care leave of absence for one (1) year will be granted and the terms will be consistent with Federal and State Family Leave Act.
- B. Other requests for leaves of absence may be granted by the Board of Education upon the recommendations of the Superintendent of Schools.
- C. Employees shall be entitled to the use of sick and family leave consistent with Federal and State Statutes.

ARTICLE XIV

INSURANCE PROTECTION

A. The Board of Education agrees that for the term of this Agreement it will provide individual and full family health-care insurance coverage comparable to that currently being provided for professional employees.

- 1) Hospitalization benefits
- 2) Surgical benefits
- 3) Medical benefits
- 4) Diagnostic benefits
- 5) Major Medical benefits
- 6) Family Prescription Plan
- 7) Dental benefits
- 8) Vision

B. A Dental Program shall be provided by the Board for one party coverage at the rate of _____ (as increased) per month per employee from July 1, 1998 to June 30, 2001.
Benefits are: -

- a) 100% of preventive and diagnostic services
- b) 50% / 50% of remaining basic services
- c) 50% / 50% of prosthodontic benefits

Based upon a usual, customary/and reasonable fee schedule.

C. The Board shall request the carrier to provide each new employee with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

D. Retired employees shall be provided the opportunity to purchase the above Section A and B benefits as part of the group contract provided there shall be no increase in the insurance premiums to the Board. Payment procedures to be agreed upon by the Board and the Association. This benefit shall remain in effect as long as the same provisions are part of the contract for the certificated staff (teachers).

ARTICLE XV

DEDUCTIONS FROM SALARY

A. Association Payroll dues deduction:

1. The Board agrees to deduct from the salaries of its employees dues for the Phillipsburg Education Association, the Warren County Education Association, the New Jersey Education Association, the National Education Association, or any one combination of such Associations as said employees individually and voluntarily authorize the Board to deduct.

2. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to the treasurer of the Phillipsburg Education 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 association or associations.

B. The Association named above shall certify to the Board Secretary/School Business Administrator, in writing, the current rate of its membership dues on/before August 1st yearly.

C. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. The filing of notice of an aide's withdrawal shall be at least one month prior to the effective date of halting deductions which may be either January 1 or July 1.

ARTICLE XVI

MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

B. Copies of this Agreement shall be reproduced with costs shared by the Association and the Board and presented to all employees.

C. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing 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. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XVII

DURATION OF AGREEMENT

A. Duration Period:

This Agreement shall be effective as of July 1, 1998 and shall continue in effect until June 30, 2001. 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.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PHILLIPSBURG PARA PROFESSIONAL
ASSOCIATION

BY Edward Whitley
PRESIDENT

BY Deborah Cortez
SECRETARY

PHILLIPSBURG BOARD OF EDUCATION

John Thomas Jr.
PRESIDENT

William W. Poch
SECRETARY

DATE 11/4/98

PARA PROFESSIONAL ASSOCIATION

SALARY GUIDE

Year	1998-1999	Year	1999-2000	Year	2000-2001
				1	12,535
		1	11,557	2	12,650
1	10,502	2	11,672	3	12,735
2	10,617	3	11,787	4	12,880
3	10,732	4	11,902	5	13,020
4	10,847	5	12,042	6	13,160
5	10,987	6	12,182	7	13,300
6	11,127	7	12,322	8	13,460
7	11,267	8	12,482	9	13,620
8	11,427	9	12,642	10	13,780
9	11,587	10	12,802	11	13,980
10	11,747	11	13,002	12	14,180
11	11,947	12	13,202	13	14,380
12	12,147	13	13,402	14	14,630
13	12,347	14	13,652	15	14,905
14	12,597	15	13,927	16	15,205
15	12,872	16	14,227	17	15,580
16	13,172	17	14,602	18	16,871
17	13,547	18	15,758	19	16,871
18	14,545	19	15,758	20	16,871
19	14,545	20	15,758	21	17,498
20	14,545	21	16,336	22	17,498
21	15,070	22	16,336	23	17,498
22	15,070	23	16,336	24	17,874
23	15,070	24	16,682	25	17,874
24	15,385	25	16,682	26	17,874
25	15,385	26	16,682	27	18,125
26	15,385	27	16,913	28	18,125
27	15,595	28	16,913	29	18,125

All part-time employees shall be compensated on the basis of their "full-time equivalency" (FTE).

Full-Time Equivanency (FET) shall be defined as follows:

$$\text{FTE} = (\text{part-time hours per week}) \div 30 \text{ rounded to 4 decimal places}$$

As a point of clarification, a part-time employee who works 19 hours per week shall have a FTE = 0.6333. Said employee shall then receive 0.6333 times the annual full-time salary for her appropriate step, paid in twenty (20) equal installments, September through June.