

AGREEMENT

This Agreement made the 11th day of December 2003 by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey (hereinafter referred to as the "Board"), and the Westfield Instructional Support Staff Association (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.).

NOW, THEREFORE, it is agreed as follows:

ARTICLE I RECOGNITION CLAUSE

The Board does hereby recognize the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the employees which fall into the Paraprofessional category with the exception of hourly employees.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. 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.
- B. The parties agree to enter into collective negotiations over the Successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach an agreement on the terms and conditions of instructional support staff employment. Such negotiations shall begin in the work year prior to the expiration of this Agreement in accordance with applicable PERC rules.
- C. Any Agreement so negotiated shall apply to all employees in the bargaining unit as defined in Article I, be reduced to writing, be ratified by the parties, and be signed by the Board and the Association.

ARTICLE III GRIEVANCE PROCEDURE

- A. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to either the interpretation and application of the rules, regulations and policies of the Westfield Public Schools, or the provisions of this Agreement. The purpose of this grievance procedure is to secure, at the lowest possible level, a resolution of grievances which may from time to time arise affecting the terms and conditions of employment of members of the bargaining unit. This

grievance procedure is to be used for the settlement of grievances only and shall not be used as an instrument for negotiating changes in Board policy. Both parties agree that these proceedings will be kept informal and confidential.

- B. A "Grievance" is a claim by a Paraprofessional or the Association based upon an interpretation, application or violation of this Agreement or the rules, regulations and/or policies of the Westfield Public School District, or based upon an administrative decision affecting the terms and conditions of employment of a Paraprofessional or a group of Paraprofessionals.
- C. Any Paraprofessional may discuss informally and orally any grievance with the Building Principal or his/her designee. The Paraprofessional may meet with the Building Principal or his/her designee to discuss orally the grievance. He/She may also use Association representatives in endeavoring to satisfactorily resolve the grievance. Such resolution shall not be inconsistent with the terms of this Agreement.
- D. These grievance procedures shall not apply in the following instances:
 - 1. A complaint regarding any matter as to which the Board does not have legal authority to act.
 - 2. Any matter as to which a statutory remedy is provided exclusive of N.J.S.A. 18A:6-9.
 - 3. A complaint of a Paraprofessional by reason of his/her not being re-employed.
 - 4. A complaint of any Paraprofessional by reason of appointment to, lack of appointment to, retention in, or lack of retention in, any position.
- E. A grievance, to be considered, must be initiated in writing as hereinafter provided within twenty (20) school days of its occurrence or within twenty (20) school days after the Paraprofessional had knowledge of its occurrence.
- F. The aggrieved Paraprofessional and the Association shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rule and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- G. No reprisals of any kind shall be taken by the Board, by any member of the Administration or the Association against any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- H. An aggrieved Paraprofessional will present his/her written grievance through a representative of the Association. The Association has the right to process a

grievance through all the steps of the procedure whether or not an individual Paraprofessional or group of Paraprofessionals wishes to do so.

I. In the event that a grievance is not resolved informally as provided in Section C, the following procedure will be followed:

Step 1. The aggrieved Paraprofessional and the Association shall file his/her grievance with the Building Principal or his/her designee. The grievance must be in writing, on the prescribed form, and the writing shall set forth the relevant facts known at that time, the specific contract clause, rule or regulation under which the grievance has arisen, the date of the alleged grievance, and the relief sought. The Building Principal or his/her designee shall render his/her decision in writing with reasons within ten (10) school days after receipt of the grievance.

Step 2: In the event the grievance is not resolved at Step 1, the Association may, within five (5) school days of such written decision, submit the grievance to the Superintendent or his/her designee. The Superintendent or his/her designee shall render his/her decision within ten (10) school days after the receipt of the grievance.

Step 3: In the event that the grievance is not resolved at Step 2, the Association may, within five (5) school days after receipt of such written decision, submit the grievance to the Secretary of the Board for Board review of the decision of the Superintendent. The Superintendent shall immediately make available to the aggrieved Paraprofessional copies of those documents and records dealing with the processing of the grievance to that date. The Board or a committee thereof shall, within fifteen (15) school days after receipt of the grievance at Step 3, hold a hearing to be attended by the aggrieved Paraprofessional and a representative of the Association. The Board or its designee and the Association shall invite to such hearing such persons as it or its designee deems necessary and pertinent for the resolution of the grievance. Either the aggrieved Paraprofessional or the Board may cause a stenographic record to be made of said hearing at the expense of the party requesting it. The Board shall render a decision in writing within fifteen (15) days of the hearing.

Step 4: In the event that the grievance is not resolved by the review of the Board as described in Step 3, the Association may elect to have the matter referred for arbitration by filing, within ten (10) school days of the date of decision at Step 3, written request for arbitration with the Public Employees Relations Commission with a copy to the Board. In the event that the Association and the Board do not agree upon an arbitrator within ten (10) days, they agree to designate that Public Employees Relations Commission to name the arbitrator. The award of the arbitrator shall be,

with regard to specific contract language final and binding on the parties and, with regard to all other issues, advisory only.

In no event shall the award have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education.

The fees of the arbitrator and the expenses of the hearing and investigation shall be shared equally by the Board and the Association, but each party shall be responsible for its own expenses with respect to the hearing.

J. In the event that procedural arbitrability of the grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

K. Time Limits

Because it is important that grievances be processed promptly, the time period provided for in each of the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement in writing. The Board and the Association shall make every effort to expedite the resolution of any grievance pending at or near the end of a school year where the failure to resolve such grievance prior to the end of the school year may adversely affect the aggrieved Paraprofessional.

No grievance shall carry over to the next school year. In order to be considered, a grievance occurring at the end of a school year must be initiated within the time limits set forth in this procedure. After the close of the Paraprofessionals' work year, Board business office workdays shall be counted as school days. After the appropriate first step of the grievance procedure for a grievance occurring at the end of a school year has been completed, either party shall be permitted to extend to the first five (5) days of the next school year the time limits for appeal to or response at the next step by written notification to the other party.

L. Group Grievance

Any grievance which affects a group or class of aggrieved Paraprofessionals may be presented in writing by the aggrieved Paraprofessionals or by a representative of the Association to the Superintendent or his/her designee. Such group grievances shall be initiated at Step 2 and thereafter in accordance with the procedures set forth above.

M. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.

- N. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- O. If there shall not be a response at any level of the grievance procedure, the grievance shall be deemed denied and the grievant or the Association may proceed to the next level of the procedure within the times set forth therein.
- P. All decisions shall be in writing and shall be transmitted promptly to all parties and to the Association.

**ARTICLE IV
PARAPROFESSIONAL RIGHTS AND RESPONSIBILITIES**

- A. Whenever any Paraprofessional is required to appear before the Board or any committee thereof or the Superintendent or any supervisor or administrator concerning any matter of discipline which could adversely affect the continuation of that Paraprofessional in his/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.
- B. 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, 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- D. No employee shall be prevented from wearing pins and other identification of membership in the Association or its affiliates.
- E. No employee shall be disciplined or reprimanded without Just cause. Any such action asserted by the Board, or any agent or representative thereof shall not be made public unless formal charges are made and shall be subject to the grievance procedure herein set forth.
- F. Whenever any representative of the Association or any employee is required to participate at or attend any proceeding before the Public Employees Relations Commission, he/she shall suffer no loss in pay.

G. Personnel Files

1. An employee shall have the right, upon request, to review the contents of his/her personnel file. The employee shall have the right to Association representation during such review.
2. No material shall be placed in an employee's personnel file unless that employee has been furnished a copy of it. The employee shall have the right to submit a written response which shall be attached to the file copy.
3. The Board shall not establish a separate personnel file which is not available for the employee's inspection.

ARTICLE V ASSOCIATION PRIVILEGES

- A. The Board agrees to make available all items of public information to the Association which it may from time to time request.
- B. The Association shall have the privilege of using inter-school mail facilities and school mailboxes for Association business.
- C. The Association and its representatives shall have the right to use, for meetings and Association purposes, school buildings and rooms not in use for school purposes at all reasonable hours upon advance notification to the appropriate Administrator.
- D. The Association shall have the right to use, for Association purposes, school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable direct cost related to such use. The Association recognizes that this provision concerns Association business only.
- E. The Board shall provide for Association use a lockable two (2)-drawer filing cabinet.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and no other employee organizations, except as limited by law.

ARTICLE VI WORK YEAR

The Paraprofessional work year shall consist of **184** days; one (1) day before students enter, one hundred and eighty one (181) student contact days, zero (0) days at the end of the school year and two in-service days. Make-up days will be included in the school calendar at the discretion of the Board.

Meaningful in-service events can strengthen the skills of the Association members. The District recognizes the benefit such skills can offer the students of Westfield. Therefore, a committee will be formed consisting of three Association members appointed by the Association and three members of Administration to develop the in-service events.

ARTICLE VII VACANCIES, PROMOTIONS AND TRANSFERS

A. Notification of Vacancies

All vacancies and/or new positions arising within the system shall be advertised to all present personnel. Employees who desire to apply for such vacancies shall submit their applications in writing to the Office of Human Resources.

B. Reassignment - Voluntary

In the determination of the request for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system. The foregoing is subject to the Board's right, as a matter of law, to determine and make all transfers.

C. Reassignment -Involuntary

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the supervisor at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee the Superintendent and/or his/her designee shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. The foregoing is subject to the Board's right, as a matter of law, to determine and make all transfers.

ARTICLE VIII EVALUATION OF PARAPROFESSIONALS

The Board will provide all paraprofessionals with an up-to-date job description on or before November 30th each school year.

A. The Board and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the Judgment of his/her superiors respecting the effectiveness of his/her performance and that he/she is entitled to receive such recommendations that will assist him/her in improving the effectiveness of his/her performance.

B. Supervisory Procedures shall be established so that each Paraprofessional shall receive, no later than May 15, a written evaluation.

- C. The Association and the Superintendent shall jointly develop the instrument which shall form the basis for the evaluations, subject to the approval of the Board.
- D. Each Paraprofessional shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation shall become part of a Paraprofessional's file without the Paraprofessional's signature, and response, if any. Each Paraprofessional shall receive a copy of the written evaluation.
- E. No sooner than two (2) days following the receipt of the written evaluation, a conference shall be arranged between the evaluator and the Paraprofessional. At such time, the Paraprofessional is entitled to have his/her response to the evaluation heard and to append a written response to the evaluation report within ten (10) school days. The evaluation conference may be waived by the mutual consent of the Paraprofessional and the evaluator.
- F. Each Paraprofessional shall receive written notice prior to June 1 of each year indicating whether or not the Board intends to renew the contract for the ensuing year.

ARTICLE IX WORKDAY

The work day for each Paraprofessional shall reflect the nature of the particular assignment and shall coincide with the student day for the class or building assigned.

Paraprofessionals shall have a duty-free lunch consistent with the time designated for lunch at the grade level worked. In special classes where lunch is part of the instructional program, compensatory time will be provided.

If Paraprofessionals are requested to work beyond the regular student hours, they will be paid for said time at their hourly rate.

Each Paraprofessional shall be entitled daily to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon exclusive of the duty free lunch period.

Paraprofessionals will annually attend no more than three (3) after-school meetings as directed by building administrators as part of their normal workday.

**ARTICLE X
SICK LEAVE**

Sick Leave is defined as a Paraprofessional's absence from work because of his or her disability due to personal illness or injury.

Sick Leave with full pay shall be allowed each Paraprofessional for a maximum of fifteen (15) days in each contract year. A full year's allowance shall go into effect on the first work day of each year. A new employee who commences work after the first work day of the year shall be entitled to a prorated share of sick days based on fifteen (15) days per year.

When a Paraprofessional uses in any school year less than the number of days Sick Leave permitted under this Article, days not utilized shall be cumulative to be used for Sick Leave in subsequent years, provided, however, that no Paraprofessional shall be allowed to increase his or her total accumulation by more than fifteen (15) days in any one (1) year. Sick days actually used reduce the fifteen (15) days available for accumulation. All days allotted for the current year shall be used before any accumulated sick leave is used. At the start of each school year the Board shall inform each Paraprofessional in writing of the total number of accumulated Sick Leave days the Paraprofessional has.

**ARTICLE XI
PERSONAL LEAVE**

A. Absence without salary deduction or charge against sick leave may be authorized as follows:

1. For absence occasioned because an employee is quarantined for the sickness of another.
2. For absence occasioned by an accident on the job.

B. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent or his designee and with his/her approval, be authorized as follows:

1. Up to six (6) days during each school year for absence occasioned by the death of each parent, husband, wife, daughter, son, brother, sister, father-in-law, mother-in-law, or any member of the immediate household.
2. Up to three (3) days during each school year for absence occasioned by the death of each son-in-law, daughter-in-law, grandmother, grandfather or grandchild.
3. One (1) day during each school year for absence occasioned by the death of each aunt, uncle, brother-in-law or sister-in-law.

4. Up to an aggregate of four (4) days during each school year for absence occasioned by the serious illness of any one or more of the following: husband, wife, daughter, son, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, grandchild or any member of the immediate household.
 5. Up to an aggregate of five (5) days for the adoption of a child.
- C. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent or his designee and with his/her approval, be authorized for reasons of personal emergency other than the reasons set forth in Sections A and B above. A personal emergency is defined as an unavoidable situation, involving absence during school hours which cannot be avoided without substantial hardship. Unavoidable situations shall include house closings, court appearances, graduations and other personal business where absence during school hours cannot be avoided without substantial hardship. A Paraprofessional shall submit, on a form developed by the Superintendent in consultation with the Association, a written application (setting forth the personal emergency reasons for such leave) to his or her Principal or Supervisor at least forty-eight (48) hours in advance of the leave. Where such advance written notice cannot be given, the Paraprofessional shall, whenever possible, seek and receive the oral consent of the Superintendent or his/her assistant and shall, within two (2) school days after the Paraprofessional's return to duty, submit the necessary written application referred to above. In the event that a Paraprofessional does not wish the personal emergency reasons to be made public to any degree, the Paraprofessional may submit the written application in question directly to the Superintendent in an envelope clearly marked "Personal Emergency - Confidential." The Superintendent alone will know the reasons and shall destroy that section of the form containing reasons after his/her approval or denial of the application.

Personal leaves of absence without pay may, upon request and in the discretion of the Superintendent and with his/her approval, be granted where a Paraprofessional is not, under Section C above, granted a personal leave of absence without salary deduction.

- E. In the event that a paraprofessional is summoned for Jury service while school is in session, the paraprofessional shall be required to file an application for an exemption under N.J.S.A. 2A:69-2(f). If the Paraprofessional's application for exemption is denied, the Board shall pay his or her salary in full for the days absent for Jury service while school is in session.
- F. Vacations, business trips, honeymoons and weddings for Paraprofessionals employed by the district must be planned in accordance with holidays and school vacations when school is not in session. First year Paraprofessionals who have made marriage and/or honeymoon plans prior to employment shall be granted personal absence without pay.

ARTICLE XII EXTENDED LEAVES

A. Disability Leaves

1. Any Paraprofessional who experiences a disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, or the like, shall be entitled to a paid or unpaid Disability Leave based upon such disability. In the event that said Paraprofessional applies for a paid Disability Leave, such Disability Leave shall be chargeable to the accumulated sick leave account, if any, of said Paraprofessional. If the accumulated sick leave account is or has been exhausted, the Disability Leave of absence shall, except as is otherwise provided for under Article X of this Agreement, entitled "Sick Leave," be without pay. All policies, practices, rules and regulations applicable to Paraprofessional granted leave under Article X of this Agreement, entitled "Sick Leave," shall govern such Disability Leave.

The period of disability related to pregnancy and childbirth from which a Paraprofessional may use her accumulated sick leave shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery date or such different period of actual disability as shall be certified to the Board by the Paraprofessional's physician.

2. All Paraprofessionals anticipating a long term disability shall notify the Superintendent or his/her designee of the condition as soon as he or she knows a disability leave is needed, and shall submit to the Superintendent or his/her designee a written statement from his/her physician verifying the condition expected to result in the long term disability and, if possible, the physician's prognosis as to the anticipated duration of such disability.
3. The Board shall have the right to require any Paraprofessional who has been on paid or unpaid Disability Leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a written statement from his/her physician stating that he/she is capable of resuming his/her duties, which opinion shall be confirmed by the Board medical inspector, in cases where the ability to return is in dispute.
4. Whenever, in the opinion of the Board, the date of the commencement of an unpaid Disability Leave and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board if, in the opinion of the Board medical inspector, such change is not medically contraindicated.

5. Where an unpaid Disability Leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Paraprofessional to the Board accompanied by a written statement from the Paraprofessional's physician as to the advisability of such extension or reduction. Such extensions or reductions may be granted by the Board for additional reasonable periods of time; provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and/or the education of students and, provided, further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically, N.J.S.A. 18A:30-7.
6. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Disability Leave of any Paraprofessional beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a Paraprofessional a Disability Leave extending beyond the end of such work year.

B. Child Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) for adoption, or obtaining legal custody for a child under five (5), and any Paraprofessional who has been employed in the school district for three (3) or more years shall have the right upon application, to leave for the purposes of child rearing. Said Child Rearing Leave shall be without pay. In any case where both parents of such child are employees in the Westfield Public Schools, only one (1) parent shall be entitled to such Child Rearing Leave at any one time.
2. Application for Child Rearing Leave in connection with the birth of a child shall be filed at least sixty (60) days prior to the anticipated birth date of the child. Application for Child Rearing leave in connection with the placement of a child under the age of five (5) for adoption shall be filed immediately upon receipt by a Paraprofessional of a notice of such placement.
3. In the case of a Paraprofessional who has been granted Disability Leave under the provisions of Section A of this Article, and who has applied for Child Rearing Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave.
4. Child Rearing Leave shall be granted upon application made therefore, for a period ending as of the date requested by the eligible Paraprofessional unless the date of return selected by that Paraprofessional for the resumption of duties would substantially interfere with the administration of the schools or with the education

of pupils. Effective as of July 1, 2000; the Board will only be required, at its expense, to provide to Paraprofessionals on Child Rearing Leave insurance benefits under Sections A, B, C, D and E of Article XIV of this agreement for up to the end of the work year in which said leave was originally granted.

5. A Paraprofessional may request early reinstatement, the granting of which shall be in the sole discretion of the Board.
6. The provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Child Rearing Leave of any Paraprofessional beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a Paraprofessional a Child Rearing Leave extending beyond the end of such work year. The Board shall not be responsible, at its expense, to provide Paraprofessionals insurance benefits beyond the end of the work year in which such leave was originally granted or to provide Paraprofessionals insurance benefits during consecutive child rearing leaves of absence.

ARTICLE XIII SALARIES

A. Salaries

The salaries of Paraprofessionals shall be as set forth in Schedule "A" attached hereto and made a part hereof.

B. Procedures for Advancement on Salary Guide and for Withholding of Increases

1. Progress along the pattern of increases shall be automatic unless the Board withholds all or any part of a Salary Increase (defined below) in accordance with the provisions of this Section B.
2. The Board expressly reserves the right to withhold, for inefficiency or other good cause, all or any part of a Salary Increase, defined as follows: (a) for any Paraprofessional not at the maximum of the guide, the annual increment and the negotiated salary adjustment, if any; and (b) for any Paraprofessional at the maximum of the guide, the negotiated salary adjustment, if any.
3. In the event that the Board exercises its right to withhold for inefficiency or other good cause all or any part of a Salary Increase, the Board does hereby agree to employ the following procedures:

- a. The Superintendent shall not forward any recommendation to withhold a Paraprofessional's Salary Increase or any portion thereof to the Board later than **May 15** of the school year preceding that in which such action would take effect. The Superintendent shall give to the Paraprofessional against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation, in which event the Paraprofessional may within five (5) school days request in writing an opportunity to meet with the Superintendent. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until five (5) school days after said meeting occurs.
- b. Whenever the Superintendent recommends that the Board withhold a salary increase or portion thereof, the Paraprofessional to be so deprived shall be given written notice of such recommendation.
- c. If, following such recommendation by the Superintendent, such Paraprofessional desires to pursue the matter further, arrangements shall be made to offer said Paraprofessional reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Paraprofessional must, within seven (7) calendar days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board. The meeting between such Paraprofessional and the Board shall not constitute a plenary hearing.
- d. The Board shall be given reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold a Salary Increase, the Board shall, within ten (10) calendar days after said meeting, give written notice of such action, together with the reasons therefore to the Paraprofessional concerned.

C. Method of Payment

Each Paraprofessional shall be paid in twenty (20) semi-monthly installments, during the period September through June.

D. Exceptions

When a payday falls on or during a school holiday, school vacation or weekend, Paraprofessionals shall receive their pay checks on the last work day before such holiday, vacation or weekend.

E. Mileage

Paraprofessionals who are assigned to two (2) or more buildings or who are required to use their automobiles in the performance of their duties shall be compensated at the rate equal to the Internal Revenue Service indexed mileage allowance.

F. Retirement or Termination of Employment Stipend

Each Paraprofessional who has terminated employment after fifteen (15) or more years of service in the Westfield School District, shall receive an amount equal to one-hundred (100%) percent of his/her number of unused accumulated sick leave days times forty-four (\$44) dollars, such payment to be made within a reasonable period of time after such a retirement or termination; provided, however, that the maximum amount payable to a Paraprofessional under this provision shall be two thousand (\$2000.00) dollars.

G. Paraprofessionals employed after July 1, 1997 will not be eligible for a retirement or termination stipend.

**ARTICLE XIV
INSURANCE**

A. Health Insurance

The Board shall pay for all Paraprofessionals and dependents, the full premium for the Horizon Point of Service Plan.

B. Dental Insurance

The Board shall pay for all Paraprofessionals and dependents, the full premium for Delta dental coverage, which will include the usual and customary rate for diagnostic and preventive services, and for the riders covering additional basic, periodontal services, orthodontic services and prosthodontic services, which aggregate coverage shall be for not more than \$1,500.00 per insured per year. Effective July 1, 2003, there shall be a per child lifetime maximum of \$1500 for orthodontic services.

C. Prescription Plan

The Board shall pay for all Paraprofessionals and dependents, the full premium for a prescription plan to be afforded by Horizon, which plan will provide for a co-pay of fifteen (15) dollars for non-generic prescriptions and a co-pay of eight (8) dollars for generic prescriptions, effective July 1, 2003.

D. Indemnity Coverage

Paraprofessionals who wish traditional indemnity coverage for health and major medical may enroll in that plan with the following cost to the employee paid through a payroll deduction:

\$600 Co-pay on Horizon Indemnity Plan

Beginning the 1996-97 school year all new staff members shall be covered by the Horizon Point of Service Plan. Participation in the Horizon Indemnity Plan shall not be an option.

E. Employee Assistance Program

The Employee Assistance Program shall be available for all Paraprofessionals on a shared-cost basis. The Board of Education will pay \$13 for the year (July 1-June 30) and the Paraprofessional will pay \$12. The Paraprofessional's share will be a payroll deduction of \$1 per month.

F. Coverage for Rehired Paraprofessionals

Any Paraprofessional whose employment is terminated prior to June 30 and who is rehired by the Board prior to July 1, shall be entitled to have the coverage referred to in Sections A, B, C, D and E above, as may be applicable as of the July 1 in question, extended to cover July and August.

G. Coverage After Retirement

Any Paraprofessional who has retired (and not merely vested) under PERS after twenty-five (25) or more years of service in the Westfield School District and who is as of such retirement entitled to begin collecting benefits from PERS will be entitled to receive hospitalization and major medical as a retirement benefit. Retired employees receiving this benefit may not continue hospitalization and major medical coverage participation with the Board's provider.

H. Equivalency Coverage

Notwithstanding the provisions of Section A, B, C, D and E, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in any one or all of Sections A, B, C, D and/or E, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A, B, C, D or E be reduced in any way below the coverage provided for.
 2. There shall be no break or discontinuance in insurance coverage under Sections A, B, C, D and E.
 3. Any other provider of the insurance described in Sections A, B, C, D and E must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
 4. Any other provider of the insurance described in Sections A, B, C, D and E must have a reputation for making payments within a reasonable amount of time.
 5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in Subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article III of this Agreement.
- I. Upon the death of a Paraprofessional while employed by the Board, his/her dependents may, at their own expense, continue in the district-sponsored health benefits program for life.
 - J. Any Paraprofessional employed at least twenty (20) hours per full work week shall receive the insurance coverage at Board expense as per this article.

ARTICLE XV REPRESENTATION FEE

A. Purpose of Fee

If an employee 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 this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to each of its own members for that membership year. The representation fee to be paid by each non-member will be equal to eighty-five (85%) per cent of said aggregate amount.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee referred to in Section B above and promptly will transmit the installments so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Demand and Return System

The Association shall develop a demand and return system consistent with Chapter 477, P.L. 1979.

G. Indemnity Clause -- Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the new provisions of this Article, provided that:

- a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of

liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. The Board's attorney shall be provided copies of all documents presented in the dispute by all parties.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability, which may arise as a result of any type of willful misconduct by the Board, or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XVI DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Westfield Instructional Support Staff Association and the New Jersey Education Association and the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 54:15-15 9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Westfield Instructional Support Staff 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 Associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Service

The Board agrees to deduct from the salary of any employee and to forward such money as any employee authorizes the Board to deduct and to transmit to the Union County Teachers' Federal Credit Union, for the purchase of one or more tax-sheltered annuity plans which have been approved by the Board for deduction, or for the purchase of Washington National Income Protection Insurance. Any employee may have such deductions discontinued in accordance with the procedure of said agency.

**ARTICLE XVII
CONFERENCE AND TUITION EXPENSES**

- A. The Board agrees to pay the registration fee and travel expenses for members of the Association who attend, with the approval of the Superintendent, any workshops or conferences relative to their positions, excluding the New Jersey Education Association Convention, at a total aggregate cost for all members of the Association not to exceed two thousand (\$2000) dollars each year.
- B. The Board agrees to pay up to a maximum of twelve hundred (\$1200) dollars per year (and in no event greater than the actual cost of any approved course or courses) to any Paraprofessional who shall have incurred tuition expenses for courses taken for professional improvements, for which he/she shall have received prior written approval by the Superintendent and for which evidence of the cost thereof and of successful completion is submitted to the Superintendent.
- C. Forms will be made available by the Superintendent of Schools or designee for prior approval of courses taken for reimbursement. Approval must be granted in advance of the first session of the course. A transcript indicating successful completion of the course or other official record of attendance at a conference must be submitted to receive the funds.

**ARTICLE XVIII
SENIORITY**

- A. The paraprofessionals in the Westfield School District provide a wide variety of services. These services fall into one of two distinct categories: classroom paraprofessional services and all other services provided by paraprofessionals. The classroom paraprofessionals work directly with students in a classroom setting, either one-on-one or as a classroom aide, either in a self-contained special education classroom or a mainstream classroom. The other paraprofessionals serve in supervisory roles around the high school grounds, in the libraries or gathering attendance data. These two roles are separate and distinct from one another. Therefore, the amount of time a paraprofessional has worked in the district as it relates to this seniority provision must be calculated based on that employee's time as a classroom paraprofessional or that employee's time as a paraprofessional serving in other capacities.
- B. In the event a reduction in force is necessary, the District must first consider the needs of the student population that is being served by the paraprofessional when deciding how to implement such a reduction. However, in the event the District determines that the needs of the students can be met by more than one paraprofessional who was employed by the District prior to the reduction in force,

the paraprofessionals who meet the following criteria will be given first consideration for openings:

1. Paraprofessionals who have worked within the District for a minimum of four (4) consecutive years; and
 2. Paraprofessionals who have received satisfactory or better on their evaluations for the three (3) years preceding the reduction in force.
- C. Notices for a reduction in force will be provided to the paraprofessionals on or before June 1 of each year.
- D. The District agrees to develop two (2) lists:
1. A list of all classroom paraprofessionals who received a notice of a reduction in force and who meet the criteria listed in Article XVIII, Paragraph B.
 2. A list of all non-classroom paraprofessionals who received a notice of a reduction in force and who meet the criteria listed in Article XVIII, Paragraph B.
- E. Notices of openings that occur between June 1 and the first day of the school year will be sent to the paraprofessionals on the applicable list, i.e. classroom or non-classroom, noted in Article XVIII, Paragraph D.
- F. Any paraprofessional who wishes to be considered for an opening referenced in the above paragraph shall have the responsibility of providing written notice to the Office of Human Resources pursuant to the terms of the notice mentioned in paragraph E.
- G. When a paraprofessional notifies the Office of Human Resources of her/his interest in an open position, Human Resources will send her/his application to the administrator responsible for hiring.
- H. Open positions that may occur between June 1 and the first day of school will only be posted after the paraprofessionals on the list noted in Article XVIII, Paragraph D have been considered.
- I. Non-district applicants will be considered only after the applicable list noted in Paragraph D has been considered.
- J. "Written notice" for purpose of this article includes U.S. mail, e-mail, facsimile and interoffice mail. It is the responsibility of the paraprofessionals to provide the Office of Human Resources with all current addresses.

**ARTICLE XIX
MISCELLANEOUS PROVISIONS**

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Paraprofessional benefit existing prior to its effective date.
- B. If any provision of this Agreement, or any application of this Agreement to any Paraprofessional or group of Paraprofessionals 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.
- C. Any individual contract between the Board and an individual Paraprofessional heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Paraprofessionals, or in the application or administration of this Agreement, on the basis of race, religion, color, national origin, ancestry, age, sex, affectual or sexual orientation, marital status, familial status, atypical heredity, cellular or blood trait, liability for service in the Armed Forces of the United States, handicap, or nationality as provided in the New Jersey Law Against Discrimination.
- E. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail sent to the following addresses:
 - 1. If by Association, to the Board at 302 Elm Street.
 - 2. If by Board, to the Association at the home address or school address of the President.
- F. A Liaison Committee shall be established each year between the administration and the Association for the purpose of resolving issues not covered by the collective agreement. This committee shall meet on an as-needed basis at the request of either party. This committee shall consist of the Director of Special Services, the Superintendent, one other administrator named by the Superintendent and 5 (five) members of the Association to be named by the Association President.

- G. Paraprofessionals performing outside duty will be provided with appropriate foul weather gear.

**ARTICLE XX
DURATION OF AGREEMENT**

The effective term of this Agreement shall be from July 1, 2003 to June 30, 2006

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be signed by their proper officers to be affixed hereto the day and year above written.

WESTFIELD BOARD OF EDUCATION

WESTFIELD INSTRUCTIONAL
SUPPORT STAFF ASSOCIATION

President

President

Secretary

Witness

AGREEMENT

between the

**WESTFIELD INSTRUCTIONAL SUPPORT STAFF
ASSOCIATION**

and the

BOARD OF EDUCATION OF WESTFIELD

County of Union, New Jersey

July 1, 2003 - June 30, 2006

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WISSA Salary Guide

Step	2003-2004	2004-2005	2005-2006
1	12,847	13,096	13,347
2	13,047	13,296	13,547
3	13,254	13,503	13,754
4	13,485	13,718	13,968
5	13,698	13,957	14,190
6	14,151	14,177	14,438
7	14,569	14,646	14,665
8	14,984	15,079	15,151
9	15,606	15,629	15,599
10	16,047	16,152	16,168
11	16,616	16,608	16,709
12	17,600	17,600	17,600
13	18,350	18,350	18,350
14	19,150	19,150	19,150
15	20,350	20,350	20,350
16 A (Sept. 1)	22,416	23,117	23,723
16 B (Feb. 1)	23,797	24,392	25,002
17	23,797	24,392	25,002

Longevity:

\$ 300 – 12 years of service but less than 15
 \$ 750 – 15 years of service but less than 20
 \$1150 – 20 or more years of service

Financial incentives for education credit:

\$200 – County Sub Teacher Certificate
 \$250 – Associate Degree (2-year degree)

either or – not both

\$400 – Four-year BA/BS Degree
 \$500 – NJ Teaching Certificate
 Maximum amount increase over guide would be \$900.