

AGREEMENT

between

RIDGEFIELD TEACHING ASSISTANTS ASSOCIATION

and

RIDGEFIELD BOARD OF EDUCATION

JULY 1, 2006

thru

JUNE 30, 2009

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PREAMBLE

This Agreement entered into by and between the Board of Education of the Borough of Ridgefield, New Jersey, hereinafter called the "Board," and the Ridgefield Teaching Assistants, hereinafter called the "Association," encompasses the agreement reached by the parties after negotiations in accordance with Chapter 123 of the Laws of the State of New Jersey as amended.

ARTICLE 1

RECOGNITION

1. The Board recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to the terms and conditions of employment for the following personnel: Full-time Teaching Assistants, hereinafter referred to as FTAs or sometimes referred to as Employees, and Part-time Teaching Assistants, hereinafter referred to as PTAs or sometimes referred to as Employees.
2. All other positions, persons and units are excluded.

ARTICLE 2

NEGOTIATIONSS PROCEDURE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123. Public Law 1974, as amended, in a good-faith effort to reach agreement on the terms and conditions of employment. Such negotiations shall be conducted according to the time guidelines promulgated by PERC. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board at a regular or special public meeting and ratified by the membership of the Association.

ARTICLE 3

GRIEVANCE PROCEDURE

1. DEFINITIONS

- A. A “grievance is a claim based upon an event or condition which affects any of the provisions of the agreement.
- B. An “aggrieved person” is the person or persons making the claim.
- C. A “party in interest” is the person or persons making the claim, and any person who might be required to take action, or against whom action may be taken in order to resolve the claim.

2. PURPOSE

- A. The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any employee to discuss informally with any appropriate member of the administration situations which may lead to a grievance. The situation may be adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement.

3. PROCEDURE

- A. A grievance must be filed within fifteen (15) school days of its occurrence.**
- B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended or reduced by mutual consent.**
- C. In general, three levels of discussion are provided in the communication channel. First, with the Director of Special Education; second, with the Superintendent of Schools; and, third, with the Board of Education.**
- D. Grievances at all levels stating the contractual violations shall be submitted in writing. Decisions shall be submitted in writing to the interested parties. Prior to filing any grievance, the Association shall notify, in writing, those employees who are or may be affected.**
- E. Level 1: Discussions at this level will be between the Director of special Education and the aggrieved person. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved person to take the grievance to the second level within five (5) school days.**
- F. Level 2: Discussions at this level will be between the Superintendent of Schools and the aggrieved person. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved party to take the grievance to the third level within five (5) school days.**
- G. Level 3: Discussions at this level will be between the Board of Education or the committee of the Board, the Superintendent of Schools and the aggrieved person.**

The Board of Education shall render its decision within twenty (20) school days from the receipt of the grievance.

H. Except as provided for in Article 3, Section I(i) the Ridgefield Board of Education shall be the final step in the grievance procedure.

I. (i) If the grievance concerns the imposition of reprimands and discipline as defined in N.J.S.A. 34:13A.29 the Association may file for binding arbitration.

The parties shall each choose an arbitrator who in turn shall choose a third arbitrator. The arbitrators function shall be limited to the contractual terms of this Agreement. The cost of arbitration shall be paid by the party against whom the arbitrator ruled. The arbitrator shall determine who shall pay the costs.

(ii) The Superintendent of Schools shall have the authority to impose the following minor discipline in the form of two written notices before being able to suspend for one (1) day without pay for the following activities of any Employee:

- (1) A pattern of reporting late to work
- (2) Failure to follow the directions of the teacher to whom the FTA/PTA is assigned on any given day.
- (3) Failure to follow procedures such as sign in/out on the required sheet or the like.
- (4) Failure to follow the instruction of the Director of Special Education.
- (5) Failure to be appropriately dressed for the nature of the work assigned as directed by the Superintendent of Schools.

(6) The use of any cell phone or cellular device on school grounds when school is in session. This does not apply to the use of cell phones during the lunch break off of school grounds.

(iii) The actions of the Superintendent of schools pursuant to Section 3 I (ii) shall be deemed the imposition of minor discipline pursuant to N.J.S.A. 34-13 A.29 and shall not be subject to binding arbitration, but shall be subject to Section 3 A thru H of Article 3.

J. If a decision has been rendered at any level, the grievance becomes null and void if the aggrieved party or his representatives do not appeal to the next higher level within the stipulated number of days.

K. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

L. The grievance must be hand delivered to the Board Secretary/Business Administrator. The recipient must give written acknowledgment of its delivery, with time and date duly noted.

M. Whenever a grievance is originally filed, the Superintendent of Schools shall receive a copy of the grievance immediately so that he may be fully informed of its nature. The party filing the grievance shall be responsible for a copy being delivered to the Superintendent.

4. REPRESENTATION

Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.

When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedures.

ARTICLE 4

RIGHTS OF THE BOARD OF EDUCATION

1. The Association recognizes the Board as the public agency charged by the New Jersey State Legislature under the mandate of the Constitution, with the management in the school district of the Borough of Ridgefield of a thorough and efficient system of free public schools.
2. The Board hereby retains and reserves unto itself, without limitations other than those expressly set forth by law and by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

ARTICLE 5

RIGHTS OF THE ASSOCIATION

- 1. The Board agrees to make available, from time to time, upon written request and reasonable notice by the Association, all available public information.**
- 2. The Association and its representatives shall have the right to be present in buildings and use equipment for representation purposes, subject to the approval of the building principal.**
- 3. As to the Employees recognized in Article 1, 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 said Employees and to no other organizations.**

ARTICLE 6

DUES/AGENCY SHOP

The Board agrees to deduct from the monthly salary of all Employees the amount of monthly Association dues. Remittance of dues collected shall be made to the Association at the end of each calendar month, together with a list of employees from whose pay such deductions were made. Deduction of Association dues shall be made pursuant to the N.J.S.A. 52:14-15.

The Association agrees to indemnify the Board against all claims made against it as a result of the application of this Section.

1. Purpose of Agency Shop Fee

If an Employee does not become a member of the Association during any membership year 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 to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee

Prior to the beginning of each membership year, the Association shall notify the Board in writing of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of an Employee who is not a member of the Association for the current membership year the full amount of the

representation fee set forth in Section 2 above and promptly will transmit the amount 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.

4. Termination

If an Employee who is required to pay a representation fee is no longer employed by 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.

5. 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.

6. Save Harmless

The Association shall save the Board harmless from claims raised against it by an employee as a result of fulfilling its obligations under this Article.

ARTICLE 7

SALARIES

1. The salaries to be paid to all employees for the term of this Agreement are set forth in Exhibit 7 attached hereto.
2. A direct-deposit system shall continue to be offered, as long as the Board offers the same for all employees, as long as the Board offers the same for all employees.
3. The following stipends may be available:

TRANSITION:

JOB COACH	\$6,423.00
JOB COACH ASSISTANT	\$3,359.00
LIAISON	\$1,119.00

4. (i) FTAs employed on a twelve-month schedule shall be paid semi-monthly for the term of their contract.
(ii) FTAs employed on a ten-month schedule shall be paid semi-monthly for the terms of their contract with the first check being paid on September 15.
(iii) PTAs shall be paid semi-monthly.
5. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

ARTICLE 8

HOURS OF WORK

1. FTAs shall work six and three-quarter ($6\frac{3}{4}$) hours per day, five (5) days per week.

It is understood that the schedule will be determined by the District. Employees shall be required to perform bus duty as in the past.

2. There shall be a forty (40) minute duty-free lunch.
3. Any additional work beyond the normal work day shall be paid as straight time for up to forty (40) hours, and time and one-half paid for hours over forty (40) hours per week.
4. PTAs shall work three and one-half ($3\frac{1}{2}$) hours per day, five (5) days per week.
PTAs shall not work more than 17.5 hours per work week.
5. All Employees shall be required to sign in and shall be required and shall be required to sign out at all times upon entering or upon leaving the building.
6. Nothing in this Article shall be considered a guarantee of hours of work per week or day or a guarantee of continued employment, or renewal of employment.
7. PTAs shall have the same break as in the past.

ARTICLE 9

TEMPORARY LEAVES OF ABSENCE

1. Personal Leave

A. FTAs allowed one (1) Personal Leave Day. Baring an emergency this day may be taken with three days' notice.

B. The Personal Leave Day may be accumulated to a maximum of two days in any contract year.

2. Bereavement

A. Death in the Immediate Family

A period not to exceed one (1) school day will be granted with full pay, upon the death of a member of the immediate family of an employee. The term, "immediate family," shall be defined as including: mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, significant other or children or any other relative who is a member of the immediate household.

3. All temporary leaves of absence are for each contract year and may not be carried year to year.

4. Jury Duty

FTAs shall receive payment for jury service as in the past.

ARTICLE 10

SICK LEAVE

- 1. Employees shall be entitled to ten (10) sick days for each September 1 through June 30 of this Agreement. Teaching Assistants who work during the summer shall be granted an extra day. Subject to the Employee being rehired, unused sick days shall be accumulated from year to year, in accordance with State Law. A day is defined as a normal work day for the given Employee.**
- 2. All Employees shall be given written accounting of accumulated sick days no later than September 30 of each school year.**
- 3. PTAs shall begin to accumulate sick leave beginning 7-1-04.**

ARTICLE 11

INSURANCE PROTECTION

1. The Board of Education shall provide health care insurance protection for Employees. The Employee shall be entitled to any plan encompassing all provisions under the New Jersey State Health Benefit Plan, or equal or better than any other Health Plan that provides like coverage. The Board of Education medical plan shall include the State Health Plan Prescription Drug Plan.
2. Insurance benefits shall not be applicable to Employees who work fewer than twenty (20) hours per week.
3. Carrier shall provide to each Employee a description of the health care Insurance coverage provided under this Article no later than the beginning of the current school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE 12

MISCELLANEOUS PROVISIONS

1. This Agreement incorporates all terms and conditions of employment including any and all past practices applicable on the effective date of this Agreement to Employees covered by this Agreement and shall continue to be applicable during the term of this Agreement unless otherwise provided in this Agreement.
2. If any provisions of this Agreement or any application of this Agreement is held to be contrary to law, then such provisions or application shall not be deemed valid, or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. The Board agrees that there shall be no discrimination on the basis of sex, race, creed, color, religion, national origin, domicile, or marital status in the hiring, training, assignment, promotion, transfer, or discipline of any employees or in the application or administration of this Agreement.
4. All vacancies, including promotional opportunities, shall be publicized by the Board and posted where vacancies are normally posted. and posted where vacancies are normally posted.
5. Whenever any notice is required to be given by either party to this Agreement, either party shall do so by registered letter at the following addresses:
 - A. If by the Association to the Board at 555 Chestnut Street, Ridgefield, N. J. 07657; and
 - B. If by the Board to the Association at 555 Chestnut Street, Ridgefield, N. J. 07657.
6. On or before June 30 of each year, the Board shall give to each Employee either:

A. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the RTAA.

B. A written notice that such employment shall not be offered.

7. All employees shall enter into individual employment agreements as set forth in Exhibit 12; see attached.

8. Simultaneously with the execution of this Agreement, the Association shall withdraw with prejudice and without cost to the Board of Education two actions pending before the Office of Administrative Law and shall take any and all necessary actions to effectuate such withdrawals.

ARTICLE 13

TEACHER ASSISTANTS' WORK YEAR AND WORK DAY

1. (i) For 12-month FTAs the work year shall be July 1 through June 30 and shall include thirty (30) work days in July and August.
 - (ii) The summer work day schedule shall continue as in past years.
 - (iii) Except for the thirty (30) work days in July and August all 12-month FTAs shall work the same calendar that teachers work during the period September 1 through June 30.
2. (i) For 10-month FTAs the work year shall be September 1 through June 30.
 - (ii) 10-month FTAs shall work the same calendar that teachers work during the period September 1 through June 30.
3. Summer hours will remain the same provided that if the Board increases the hours up to 6 $\frac{3}{4}$ hours, 5 days a week, there will be no additional compensation.
4. An after school hours meeting, not to exceed one (1) hour may be held every other month during the regular school year, barring emergencies. The administration will provide a schedule of meeting dates by September 30 of each year.