

BOARD OF EDUCATION

OF

PARSIPPANY-TROY HILLS

AND

PARSIPPANY-TROY HILLS

EDUCATIONAL SUPPORT

ASSOCIATION

**PTHESA**

AGREEMENT

2010-2013

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## **PREAMBLE**

This Agreement entered into this 22nd day of November, 2011, by and between the Board of Education of Parsippany-Troy Hills, in the Township of Parsippany, New Jersey, hereinafter called the “Board” and the Parsippany-Troy Hills Educational Support Association, hereinafter called the “Association.”

## **ARTICLE I**

### **A. RECOGNITION**

Pursuant to Chapter 123, Public Laws 1974, the Board of Education of Parsippany-Troy Hills, New Jersey recognizes the Parsippany-Troy Hills Educational Support Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time equivalent personnel under contract with the Board in the following categories of employment:

Instructional Paraprofessional  
Kindergarten Paraprofessional  
Preschool Disabled Paraprofessional  
One-to-One Paraprofessional

### **B. DEFINITIONS**

1. Unless otherwise indicated, the term “employees” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATION PROCEDURES

- A. The parties acknowledge that they have entered into this first collective bargaining agreement for the terms and conditions set forth herein. Subsequent to ratification of the first collective bargaining agreement, the parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and the Rules and Regulations of the NJ Public Employment Relations Commission, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1<sup>st</sup> of the school year in which this Agreement expires and at a time mutually agreeable to both parties. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association following ratification by the Association and public adoption by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals and counterproposals in the course of negotiations.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURES

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

Level 1 – Principal/Immediate Supervisor

Level 2 – Superintendent or designee

Level 3 – Board of Education

Level 4 – Binding Arbitration

B. If a Paraprofessional does not file a grievance in writing with the principal or other designated Board representative within fifteen (15) school days after the occurrence, then the grievance shall be considered as waived. All time limits specified in this procedure may be waived by mutual agreement of the parties.

#### **C. Level 1**

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

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

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

## Grievance Procedures—continued

### **D. Level 2**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within (5) school days, the grievance shall be transmitted to the Superintendent. Within fifteen (15) school days of the receipt of the grievance, the Superintendent shall indicate a disposition of the grievance in writing to the Paraprofessional and the Association.

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

### **E. Level 3**

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required fifteen (15) school days, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board. Disposition of the grievance in writing shall be made within fifteen (15) school days of such appropriate action. Copies of such disposition shall be furnished to the Paraprofessional and the Association. The Board may elect to hold a hearing on the grievance prior to rendering a decision.

### **F. Level 4**

If the Board of Education and the Association's Executive Committee shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, the Association's Executive Committee may, within ten (10) school days after the decision of the Board of Education, appeal to binding arbitration. Such appeal shall be in writing and shall be delivered within the ten (10) school day period, and if not so delivered, the grievance shall be abandoned.

## **ARBITRATION PROCEDURES**

The following procedures will be used to secure the services of an arbitrator:

1. A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Either party may institute the request.
2. The parties shall be bound by the rules and procedures of the Public Employees Relations Commission.
3. The arbitrator's decision shall be in writing and shall be binding on both parties.
4. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
5. No member shall be disciplined or terminated without just cause.

## **ARTICLE IV**

### **WORK HOURS AND WORK LOAD**

- A. 1. The work year shall be 184 days. Employees will be compensated for all days worked beyond the 184-day school year.
2. The Board shall make every effort to provide notification of employment for the following school year on or before June 30.
3. The Board shall make every effort to provide the Association with a listing of staff reassignments on or before September 30<sup>th</sup>.

## Work Hours and Work Load—continued

- B. 1. Employees assigned to elementary schools shall receive a thirty (30) minute duty free lunch. Employees assigned to the middle schools or high schools shall have a duty free lunch of one period.
- C. 1. An employee with a “One-to-One” assignment shall not cover lunch and recess duty in addition to working with their student.
  - 2. A member on duty shall not be assigned more than one duty per day.
  - 3. A member required to perform duties beyond the normal workday shall be prorated at their hourly rate. These duties will include, but not be limited to, after hours bus duty, field trips, workshops and back-to-school night. The Board will pay in full the cost for all members to attend field trips.
  - 4. Employees responsible for Autistic data impact, charting and graphing shall receive a One Thousand Two Hundred Dollar (\$1,200) annual stipend.
- D. 1. Federal and state overtime laws and regulations shall govern payments of all overtime hours worked over forty (40) hours per week. Overtime requires advanced administrative approval.
- E. 1. Paraprofessionals recognize that from time-to-time in emergent circumstances, they may be called upon to assist the administration in the care and supervision of children. Towards that end, the Board recognizes that any Paraprofessional who assists in the care and supervision of children are protected and held harmless by virtue of the provisions of N.J.S.A. 18A:16-6.1.

## **ARTICLE V**

### **SALARIES**

Employees shall receive annual salary increases as follows:

- 2010-2011 school year: 0.0% increase
- 2011-2012 school year: 2.0% increase
- 2012-2013 school year: 2.0% increase

## **ARTICLE VI**

### **SICK LEAVE**

- A. An employee shall be entitled to ten (10) days of sick leave each year. Sick days may be taken in full or one-half (1/2) day increments. The Board retains the right to require that an employee produce a doctor's note at any time and for any reason.
  
- B. Perfect Attendance  
Employees maintaining perfect attendance from September 1<sup>st</sup> to January 31<sup>st</sup> shall receive a stipend of \$250 on February 15<sup>th</sup>. Employees maintaining perfect attendance from February 1<sup>st</sup> to June 30<sup>th</sup> shall receive a stipend of \$250 on July 1<sup>st</sup>. Absences based upon jury duty, personal days, or bereavement days will not count against a perfect attendance stipend.

## ARTICLE VII

### TEMPORARY LEAVES OF ABSENCE

Members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

#### A. PERSONAL BUSINESS

1. Up to three (3) days in any one school year for personal business only where the absence during the school hours cannot be avoided without substantial hardship. Personal business shall be limited to legal, business, household or family matters.
2. Application for personal leave shall be made to the principal, or immediate supervisor, at least five (5) days in advance, except in cases of emergencies. The employee shall state the reason for the absence on the appropriate form. The statement of reasons shall be limited to the words, "legal, business, household or family matters," except in the cases of emergencies where the circumstances shall be specified on the appropriate form. Failure to make a good faith effort to comply with the application procedures may result in denial of the leave.
3. No absence for personal business shall be permitted on the day(s) preceding or day(s) following a holiday or school recess except in emergency situations. Such exceptions, wherever practicable, require the prior approval of the Superintendent, or his/her designees. Said approval shall not be unreasonably withheld.
4. All requests for personal business shall be subject to review and final approval by the Superintendent, or his/her designee.

B. Time necessary for appearances in any legal proceeding connected with the Paraprofessional's employment.

- C. An employee shall have up to three (3) days in any one school year in the event of death or serious illness in the member's immediate family. Immediate family shall be defined as: spouse or civil union partner, sibling, child, in-law, parent, stepchild and grandparent.
- D. A member may apply for additional time for either death or serious illness in the family in the event of extenuating circumstances; such application shall be made to the Superintendent and is subject to his/her approval.

**ARTICLE VIII**

**EXTENDED LEAVES OF ABSENCE**

A. Maternity/Child Care Leaves

- 1. Maternity leaves shall be granted by the Board in accordance with applicable federal and state law.

**ARTICLE IX**

**SUBSTITUTE COVERAGE PLAN**

A substitute list shall be established. The calling for substitutes shall be the same as the PTHEA.

## **ARTICLE X**

### **BOARD RIGHTS**

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

## **ARTICLE XI**

### **AGENCY FEE**

#### **Purpose of Fee**

If an employee does not become a member of the Association during any member year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

### Amount of Fee

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

### 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 set forth in Section 2 above and will promptly 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/her employment in a bargaining unit position.

### Termination of Employment.

If an employee who is required to pay a representation fee terminates his/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.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

The Association will establish and maintain a Demand and Return System which gives representation fee payers a procedure to contest the amount of the fee in accordance with N.J.S.A. 34:13A-5.5 (c).

## **ARTICLE XII**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association shall be permitted to use school mail facilities and school mailboxes as it deems necessary with the approval of building principals or other members of the administration.
- B. The Association shall be charged for all school materials and supplies that it uses and shall provide its own secretarial help.
- C. The Association shall be permitted to use school facilities at appropriate times and with permission of the building principal.
- D. If a reduction in force is being considered, the Board shall notify and consult with the Association not less than five (5) school days prior to employee notification. Any reduction in force and/or recalls shall be carried out in accordance with the Administrative Code and Statutes. If the District determines that more than one employee is equally qualified, the Board shall give due regard to seniority.
- E. Any reduction in force and/or recalls shall be carried out in accordance with the Administrative Code and Statutes.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective 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 or otherwise detract from any benefit existing prior to its effective date.

- B. 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.
- C. All jobs will be posted in the District Schools for a minimum of five school days prior to the position being filled. Any interested employees may apply.
- D. The Board of Education agrees to provide a healthy and safe environment, within the limits of its control, for all staff and students. Staff members shall immediately bring concerns regarding matters of health and safety to the attention of their principal or supervisor.
- E. Whenever an employee receives notice to serve on a jury of the United States, or the State of New Jersey, the employee shall respond in writing to the notice requesting that his/her time of service be postponed until school is not in session. If the request is not granted and the employee is required to serve, he/she shall return the jury pay to the Board and be compensated at his/her regular rate of pay.

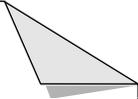
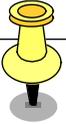
**ARTICLE XIV**

**DURATION OF AGREEMENT**

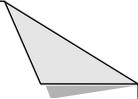
This Agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

<b><i>BOARD OF EDUCATION OF PARSIPPANY-TROY HILLS</i></b>
Frank Calabria, Ed.D.
<i>President</i>
11-22-11
<i>Date</i>
Mark Resnick
<i>Business Administrator/ Board Secretary</i>
11-29-11
<i>Date</i>

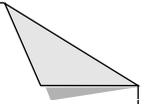
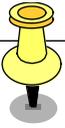
<b><i>PARSIPPANY-TROY HILLS EDUCATIONAL SUPPORT ASSOCIATION</i></b>
Dorothy J. Barron
<i>Co-President</i>
Michelle Tobias
<i>Co-President</i>
Karen D. Blunt
<i>Secretary</i>
11-28-11
<i>Date</i>



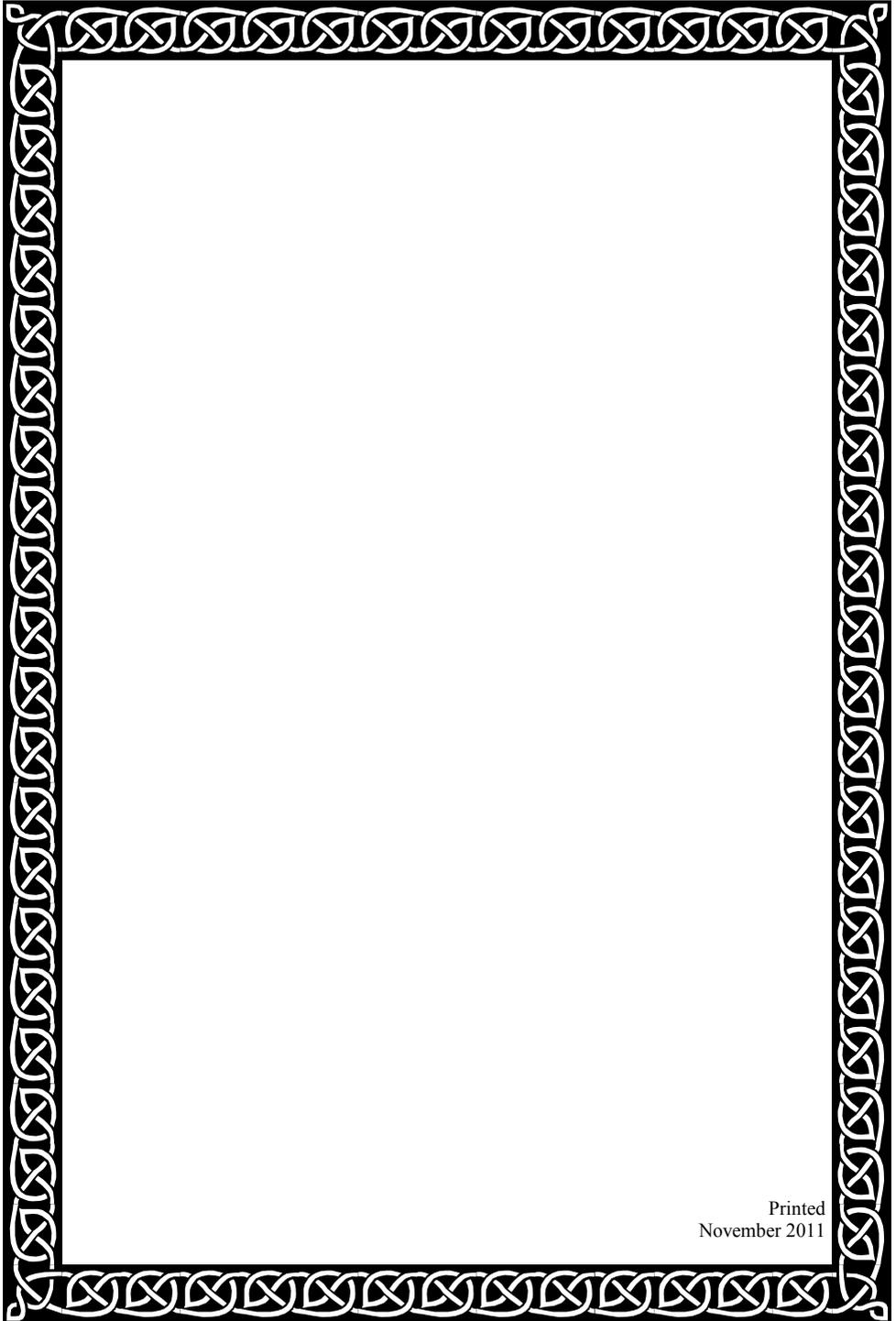
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