

AGREEMENT BETWEEN
THE ROCKAWAY TOWNSHIP BOARD OF EDUCATION
and
THE ROCKAWAY TOWNSHIP
STAFF ASSISTANTS' ASSOCIATION
2004-2005

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PREAMBLE

Pursuant to the provisions of Chapter 23, Public Laws of 1974, this Agreement is entered into between the **Board of Education of Rockaway Township, New Jersey**, hereinafter called the "Board" and the **Rockaway Township Staff Assistants' Association**, hereinafter called the "Association."

ARTICLE I - RECOGNITION

The "Board" hereby recognizes the "Association" as the exclusive and sole representative for collective bargaining concerning the terms and conditions of employment for staff assistants.

For the terms and duration of this Agreement, the following definitions shall apply:

Association: Rockaway Township Staff Assistants' Association
Board: The Rockaway Township Board of Education
Employee: Staff Assistant

The position of Staff Assistant shall include, but not be limited to, Clerical Staff Assistant, Instructional Staff Assistant, Lunch/Recess Staff Assistant, Special Educational Staff Assistant, General Staff Assistant, Bus Monitor, and "Coaches."

ARTICLE II - GRIEVANCE PROCEDURE

A. Line of Responsibility and Procedure of Grievance

1. Each employee shall be responsible through the Superintendent of Schools to the School Board.
2. Problems and matters of routine operation should be referred to the Principal in charge of the school in which the problem arises.
3. All situations of a grievance nature shall follow the stated course of action.

B. Definition of a Grievance

1. A grievance is a claim by an employee or group of employees that there has been a violation of the Agreement or an administrative decision which adversely affects the terms and conditions of employment of a staff assistant.

C. Policy

1. The party or parties concerned in a grievance shall have the right to present their own appeal or to designate appropriate representatives of their own choosing to appear with them at any step of the appeal.
2. When a staff assistant is not represented by the "Association," the "Association" shall have the right to be present at all stages of the procedure beyond Level One (Informal Level).
3. Though the constitutional rights of the party or parties concerned to counsel or representation by those outside the profession are guaranteed, encouragement to arrive at a satisfactory solution within the channels of the profession is strongly advised.
4. This Agreement expressly prohibits the submission of any grievance to arbitration and encourages the mutual discussion and resolution of any problems on a professional plane.

D. Procedure

1. Level One - (Informal Level)

- b. An aggrieved employee shall institute action under the provisions of this article within thirty (30) calendar days of the occurrence complained of. Failure to do so shall be deemed to constitute an abandonment of the grievance
- c. A grievance shall be discussed with the Principal or the appropriate administrator in an attempt to resolve the matter informally within seven (7) calendar days, unless a longer period of time is agreed to by both parties.

2. Level Two (Formal Level)

- b. If the matter is not resolved to the grievant's satisfaction at Level One, she/he shall submit the grievance, in writing, to the Principal or the appropriate administrator within seven (7) calendar days of the determination made at Level One.
- c. The written grievance shall specify:
 - 1) The nature of the grievance;
 - 2) The results of the previous discussion;
 - 3) The basis of dissatisfaction with the determination previously

made;

4) The remedy requested.

- b. A written decision shall be rendered by the Principal or the appropriate administrator within seven (7) calendar days after receipt of the written grievance.

3. Level Three

- b. The employee, not later than seven (7) calendar days after the receipt of the written decision of the Principal or the appropriate administrator may appeal the decision to the Superintendent.
- c. The appeal must be in writing and must include all relevant documents generated by Level Two, as well as a statement explaining the employee's dissatisfaction with the decision previously rendered.
- d. The employee shall, at the time the appeal is filed, also furnish the Principal or the appropriate administrator with a copy of any newly generated documentation.
- e. The Superintendent shall attempt to resolve the matter as quickly as possible and may conduct such hearings as she/he deems necessary.
- f. Within fifteen (15) calendar days after receipt of the written grievance (unless a different period of time is mutually agreed upon), the Superintendent shall, in writing, advise the employee of the determination made and shall forward a copy of said determination to the Principal of the aggrieved employee and to the "Association."

4. Level Four

- a. In the event a determination by the Superintendent is deemed unsatisfactory by the employee, the employee, within ten (10) calendar days after receipt of the Superintendent's written decision at Level Three (unless a different period of time is mutually agreed upon), may appeal to the Board of Education, through the Superintendent.
- b. Where an appeal is taken to the "Board," there shall be submitted by the grievant to the Superintendent a complete file of all documents generated at previous levels and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action.

- c. The Superintendent shall add such explanatory statements as she;/he deems necessary with a copy to the grievant who shall have the right to reply thereto.
- d. The Superintendent shall present the appeal to the "Board" at the next conference session.
- e. The "Board," or a committee thereof, shall consider the written record submitted to it.
- f. The "Board" may, on its own initiative, and shall, upon request of the employee, conduct additional hearings.
- g. The "Board" may also request the submission of additional written material.
- h. Where additional written materials are requested by the "Board," copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.
- i. The "Board" shall make a determination within thirty (30) calendar days from receipt of the grievance and shall, in writing, notify all interested parties of its determination.
- j. This time period may be extended by mutual agreement of the parties.

ARTICLE III - LEAVE OF ABSENCE

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A. Sick Leave

All staff assistants shall be allowed sick leave with full pay as follows:

- 1. Sick leave shall consist of ten (10) equivalent days per year.
- 2. A doctor's certificate shall be submitted to the Superintendent's office by the employee when said sick leave extends five (5) consecutive days or longer.
- 3. Any unused days of sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.

4. In the first year of employment, after September 30th, the employee will be considered to have earned sick leave at the rate of one (1) day per month, starting with the first full month of employment.

B. Temporary Leaves of Absence with Pay

1. An employee will be granted up to five (5) days, upon request, when death occurs in the immediate family. (Spouse, parent, child, stepchild, spouse's parents, sibling, sibling-in-law, parent-in-law, child-in-law, grandparents, legally adopted children, grandchild, and any other member of the immediate household.)
2. One (1) day's leave of absence per year with pay will be granted, upon request, to attend the funeral of a relative or close friend. Further requests will require approval of the Superintendent.
3. Three (3) days' leave of absence with pay will be granted, upon request, to attend to matters of emergency which are so pressing that they demand immediate attention, and can be taken care of only during a working day. These days may not be used to lengthen a vacation unless approved by the Superintendent or designee. These days may not be accumulated.
4. Two (2) days with full pay will be granted to employees to care for a member of the immediate family who is ill.
5. Application for temporary leave as defined above, shall, whenever possible, be made at least two (2) days in advance of the contemplated absence. When prior notification is not possible, a written report relative to the absence will be made within two (2) days after returning to duty.

**ARTICLE IV - HOSPITALIZATION,
MAJOR MEDICAL AND DENTAL BENEFITS**

- A. Full Family Hospitalization and Major Medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-1976 school year. The "Board" shall have the right to change insurance carriers provided that the plan shall, at all times, provide for comparable or better coverage than the plan in effect for the 1975-1976 school year. In the event the "Association" is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-1976 school year, then and in that event, the "Association" may proceed through the grievance procedure, including arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the 1975-1976 school year, and the arbitrator shall have full authority with reference for this particular issue to continue the coverage in effect as provided for by the "Board" or to set aside the coverage in effect for the 1975-1976 school year.
- B. The "Board" shall notify the carrier to provide each Staff Assistant a description of the Health Care Insurance coverage provided under this Article at the beginning of each year of this Agreement, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Commencing January 1, 1997 or the date of ratification, whichever shall occur first, application of deductibles to all coverages within the traditional indemnity program and elimination of the first dollar benefit with the following exceptions: Pap smear, mammography, and a routine physical every 24 months.
- D. Commencing July 1, 1997, hospitalization and medical coverage shall include pre-admission testing, hospital pre-certification, mandatory second surgical opinion, and elimination of carryover deductible. Employees whose first day of employment is after June 30, 1997 shall be enrolled in the designated provider program of the medical insurance program. Employees whose first day of employment is after June 30, 1997 and shall choose traditional indemnity medical coverage, shall pay the difference in the premium cost between the designated provider program and the traditional indemnity program through a payroll deduction plan.
- E. Commencing July 1, 1998, employees whose first day of employment is prior to July 1, 1997 and who are enrolled in the traditional indemnity program, shall pay \$200.00 per year for single coverage and \$400.00 per year for family coverage through a payroll deduction plan.

- F. Commencing July 1, 2001, the Board will assume one-half (1/2) of the cost of a dental plan. One-half (1/2) of the cost of such plan shall be borne by each employee through a Payroll Deduction Plan.
- G. A joint committee, three members appointed by the Association and three members appointed by the Board, shall meet to discuss opportunities which would reduce health and/or dental costs, while maintaining or improving benefits.
- H. The Board shall establish an Internal Revenue Service §125 Plan for making medical and dental contributions effective January 1, 1997.

ARTICLE V - SALARIES

The salaries of all staff assistants covered by the laws of this Agreement for the period hereof, shall be set forth

All courses, workshops and seminars which receive the prior approval of the Superintendent shall earn salary adjustment credit as agreed to by both parties.

The Board and the Association agree to an increase of 4.5% inclusive of increment over the 2003-2004 base salary for staff members as established by the scattergram summary.

Any special education aide who is required and actually receives the Hepatitis B shot is eligible for a stipend of five hundred (\$500.00) dollars. This stipend shall be excluded from base salary. The stipend shall be pro-rated in accordance with the following schedule:

25 or more hours per week	\$500.00
20 to 24.99 hours per week	\$375.00
17.5 to 19.99 hours per week	\$250.00

ARTICLE VI - BOARD RIGHTS

Except as expressly stated herein, the "Board," on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, all powers, rights, responsibilities, authority and duties conferred and vested in it by the Laws of the State of New Jersey including the right to the management and administrative control of the school system and its properties.

ARTICLE VII - HOURS OF WORK

The work schedule for staff assistants shall be as follows:

- A. Employees shall not be required to report for work when schools are closed for holidays, snow days, other emergency closings, on any other day that children are not present.
- B. In the event of late openings or early dismissals due to inclement weather or other emergencies, employees shall report for work at the same time that students report and leave when students are dismissed. Part-time employees may make arrangements with the building principal to make up any hours lost in a given week due to snow days, early dismissals or delayed openings.
- C. Full-time employees shall work a day that corresponds to a full instructional day for students, including lunch, not to exceed a maximum of 6 ½ hours for the duration of this contract. The starting time for each staff assistant shall be determined by the Principal of the school. On the day immediately before a holiday or vacation, when pupils have a one-session day, the staff assistants' workday shall end when pupils are dismissed for the day.
- D. Employees shall report for work on the first student day of school in September and shall work until the last student day of school in June. On conference days (when one session day) the staff assistants' workday will end when all pupils are dismissed. The total number of days shall equal the students' early dismissal days, except for those employees assigned to kindergarten or special education classes.
- E. On the last student day of school in June employees may be required to remain in school beyond the early dismissal time if deemed necessary as determined by the Superintendent of Schools. In no case shall they be required to remain beyond normal time.
- F. Employees will be compensated for all days worked beyond the 183-day school year.
- G. All full-time staff assistants are entitled to a daily fifteen (15) minute break from duty and a minimum of a thirty (30) minute lunch period.
- H. All part-time employees will work no less than 3 ½ hours per day.
- I. Substitute staff assistants will be covered by these same clauses.
- J. Full-time employment for benefits purposes shall consist of 30 hours or more per week.

- K. All extra curricular activities will be compensated at the rate of twenty dollars (\$20.00) per hour.
- L. All certificated staff assistants running an after school program will receive the same stipend as any other certificated employee.

ARTICLE VII - FILLING VACANCIES

- A. All openings for staff assistants' positions in the district will be posted in all schools as far in advance as applicable. A copy of all vacancy postings shall be given to the president of the Association.
- B. Qualified staff assistants will be given first consideration for filling vacant positions. It is understood and agreed that the "Board" may simultaneously advertise the opening and that there is no obligation to fill the position from within the bargaining unit. The "Board" agrees to consider all applications but it is understood and agreed that the "Board" has complete discretion to make the final decision concerning the filling of the position.
- C. Any part-time employee moving to full-time employment as a staff assistant will receive full credit for years worked. i.e. 1 years P/T = 1 year F/T

ARTICLE IX - REDUCTION IN FORCE

- A. Any anticipated or planned reduction in the number of staff assistants employed in the school district shall not be implemented or effected without sixty (60) days notice to the President of the Rockaway Township Staff Assistants' Association. Following such notice, a meeting between the representatives of the "Association" and representatives of the "Board" shall occur at least thirty-one (31) days prior to the effective date of the anticipated or planned reduction, at which meeting the "Association" representatives will be apprized of the details of the planned reduction in force.
- B. Staff assistants shall be evaluated no less than once per year by the building Principal who will include teacher input where appropriate. Procedures for evaluation and criteria for same shall conform to existing policies and practices to date. The Rockaway Township Staff Assistants' Association shall receive, upon request, a distribution and copy of evaluation policy and criteria pursuant to which staff assistants are evaluated. Staff assistants shall ordinarily be notified of continued employment pursuant to the terms of this Article, not later than April 30th of the existing school year. There shall be no change in the procedures and practice for the evaluation of employees set forth in this paragraph without prior discussion between the "Association" and the "Board" representatives.

- C. Every one year of part-time employment will be considered as the equivalent of one year of full-time employment.
- D. Any full-time staff assistants who are reduced to part-time employment and then go back to full-time will not lose seniority.
- E. Every attempt will be made to implement this section with the least possible effect upon the Association.

ARTICLE X - VALIDITY OF AGREEMENT

- A. This Agreement constitutes Board Policy for the term of said Agreement, and the "Board" shall carry out the commitments contained herein, and give them full force and effect as Board Policy.
- B. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect for the term of the Agreement.

ARTICLE XI - PAYMENT AT RETIREMENT

- A. Each employee shall be entitled, upon retirement for service and age or disability from a state-administered retirement system, to receive a lump sum payment for one-third of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. A minimum of five (5) years' service is required for eligibility.
- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each three (3) days of earned and unused accumulated sick leave, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating such supplemental compensation shall be 1/180 of the salary received during the last year of employment.
- C. Notice of intention to claim the benefits provided herein must be made in writing to the "Board" on or before November 1st of the prior year on which the retirement becomes effective. However, the "Board" will consider waiving the sixty-day notice in cases of emergency or unexpected circumstances.

- D. A cap on the supplemental compensation will be established at \$2,500.00.

ARTICLE XII - EDUCATIONAL ADVANCEMENT

Salary adjustments due to education credits earned by members of the Association will be based upon the following criteria:

1. Each credit is equal to ten (10) hours of formal instruction or attendance at approved courses, workshops or seminars.
2. A salary increase of \$200.00 for each five (5) credits earned will be applied to the base pay of the member for the school year following the accumulation of the five (5) credits. The school year will be from July 1st to June 30th.
3. No credit will be given for any courses, workshops or seminars that take place during the regular workday.
4. Approval of immediate supervisor as well as the Superintendent of Schools must be obtained in advance of attendance at course, workshop or seminar whether it is taken for credit or reimbursement. Approval will be based upon applicability of course, workshop or seminar to current assignment of member.
5. Validation of attendance or transcript of completed work will be required for application of credit.

ARTICLE XIII - MISCELLANEOUS

- A. Every employee shall have the right to examine his/her personnel file.

- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- C. The Rockaway Township Board of Education will collect an agency fee on behalf of the Association pursuant to the laws and regulations governing such fees.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year commencing July 1, 2004 and shall expire June 30, 2005.

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

ROCKAWAY TOWNSHIP BOARD OF EDUCATION

ATTEST:

BY: _____ BY: _____
 Secretary Date President Date

ROCKAWAY TOWNSHIP STAFF ASSISTANTS' ASSOCIATION

ATTEST:

BY: _____ BY: _____
 Vice President Date President Date

ROCKAWAY STAFF ASSISTANTS	
Full Time Salary Guide	
Step	2004-2005
1-2	\$12,808

3	\$12,985
4	\$13,040
5	\$13,155
6	\$13,640
7	\$14,100
8	\$14,300
9	\$14,850
10	\$15,350
11	\$15,795
12	\$16,295
13	\$16,815
14	\$17,425
15	\$18,045
16	\$18,675
17	\$19,315
18	\$20,035

Part Time Salary Guide	
Step	2004-2005
1-2	\$12.17
3	\$12.57
4	\$12.99
5	\$13.44