

**THE STILLWATER BOARD OF EDUCATION**  
**AND**  
**THE STILLWATER EDUCATION ASSOCIATION**

**SUPPORT STAFF CONTRACT**

**JULY 2007-JUNE 2009**

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## **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for employees in the following classifications; custodians, administrative assistants, and Para professionals, whether under contract or on official leave, excluding Chief School Administrator, Principal, cafeteria workers, teachers, Child Study Team Coordinator (4/5 position), confidential employees, and all other employees.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the school district and its properties and facilities. To maintain efficiency of the school district operation entrusted to them. To determine the methods, means and personnel by which such operations are to be conducted. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take any other disciplinary action for just cause according to law;

4. To direct employees of the school district;

5. To have, assign and retain employees in positions in the school district; and

6. To relieve employees from duty because of decreased enrollment, or any legitimate reasons.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under N.J.S.A. 18A or other applicable national, state, county or local laws, ordinances, or policies.

## **ARTICLE III**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### A. Information

The Board agrees to furnish to the Association in response to reasonable requests all available information in the public domain concerning the financial resources of the district and the employees covered by this Agreement, including but not limited to annual financial reports and audits, register of non certificated personnel, individual and group insurance premiums and experience figures, names and addresses of all personnel, and such other information that shall assist the association in developing intelligent, accurate, informed and constructive positions on behalf of the personnel, together with information which may be necessary for the Association to process any grievance or complaint whenever possible.

#### B. Use of School Building

The Association shall have the privilege of using the Faculty\Staff room and other areas of the school building at reasonable hours for meetings. Request for the use of such facilities shall be made at least twenty-four (24) hours in advance, except in the case of emergency, to the Chief School Administrator or Principal and permission for such use will not be denied unless it interferes with the regularly scheduled school program, or other Board-sanctioned or sponsored events.

#### C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines and all types of audio visual

equipment at reasonable times, when such equipment is not otherwise in use. Equipment must not be removed from the building without the express written permission of the CSA or his designee. The Association shall pay for the actual costs of all material and supplies incident to such use.

D. Bulletin Board

The Association shall have the exclusive use of a bulletin board in the Faculty\Staff room, which will be used for official Association business.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the intraschool mail facilities for official Association business.

F. Phone

The Association shall be allowed to use the phone for official business and shall reimburse the Board monthly for the cost of the calls made by the Association. The Association shall have access to privacy in the use of a phone for Association business and for emergency personal calls.

## **ARTICLE IV**

### **EMPLOYEE'S RIGHTS**

A. Nothing contained herein shall be construed to deny or restrict any employee rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Notice of vacancies shall be posted in the main office and the staff room when school is in session. Should vacancies arise when school is closed for summer recess, they will also be advertised in the New Jersey Herald and posted on the Stillwater School Web Page, and the President of the Association will be contacted.

C. As new policies which affect the unit are adopted by the Board, they shall be reviewed by the Chief School Administrator with the affected unit. The Board will provide one copy of its Policy Manual that will be maintained in the board office and loaned on request to the SEA. Association representatives shall be given access to the Policy Manual during normal district operating hours.

D. Pursuant to N.J.S.A. 18A:25-7, whenever any staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of the staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

E. Criticism of an employee by an Administrator, or of an administrator by

an employee, shall be made in private.

F. The Board shall provide a complete copy of the negotiated Agreement to each employee within one (1) month of ratification. Copies of the Agreement shall be supplied to each new employee hired during the time period covered by the Agreement.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### B. Definition

A grievance is a complaint by any employee or group that there has been to him, her, them or to the Association any inequitable, improper, or unjust application, interpretation, or violation either of Board policy, this Agreement, or any administrative decision which pertains to the terms and conditions of employment. It is expressly understood, however, that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Two herein.

#### C. Steps of the Grievance Procedure

The following constitutes the method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual written consent. Time extensions may be mutually agreed upon by the Board and the Association. If such time extensions are not requested, the time limits expressed herein shall be strictly followed. If any grievance has not been initiated within

the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive.

STEP ONE - The aggrieved employee shall discuss the grievance with the Principal within twenty (20) days from the date that the employee knew or should have known of the grievance, in an attempt to resolve the matter informally. The grievant has the option of being accompanied by an Association representative at the time of such discussion with the Principal which decision shall be communicated to the Principal. The Principal shall inform the employee of his/her decision within ten (10) business days following the day of the discussion.

STEP TWO - If the grievance is not satisfactorily resolved at Step One, the aggrieved employee shall reduce the grievance to writing, stating the nature of the grievance (and if relating to the contract, stating the contract provisions at issue) and the relief sought, and shall file the grievance with the Chief School Administrator within six (6) business days after receipt of the response in Step One. Day One shall be defined as the next school day following receipt of the Principal's response. The Chief School Administrator shall render his/her decision in writing within six (6) business days. (Business days are defined as any weekday that the school offices are open for business.) Copies of the formal grievance and the CSA's response will be forwarded to the Association.

STEP THREE - If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee may file the grievance in writing with the Board,

through the Board Secretary, within ten (10) business days of the receipt of the decision in Step Two. The grievance shall include a copy of the grievance at Step Two and the Chief School Administrator's response, together with a statement explaining why the Chief School Administrator's response is unsatisfactory. A grievance meeting shall be held with the Board, Chief School Administrator, grievant, and Association representative within forty (40) business days of the receipt of the written request. Either party may have witnesses and/or counsel present so long as written notice to that effect is provided to the opposite party at least five (5) business days in advance of the meeting. The Board shall render a written decision to the aggrieved employee. The Board's written decision shall be issued within sixty (60) days of receipt of the grievance by the Board Secretary. The decision handed down by the Chief School Administrator will be in force until the Board has passed upon the grievance.

STEP FOUR - If the grievance is not satisfactorily resolved at Step Three, and if the grievance does not constitute a complaint or controversy regarding educational policy, within ten (10) business days the aggrieved employee may request through the Association that the grievance be submitted to arbitration. If the Association deems the grievance meritorious, it shall, within fifteen (15) business days of the employee's request, submit the matter to arbitration by filing with PERC, with a copy to the Board Secretary, a written request for the initiation of arbitration proceedings. The parties shall then be bound by the rules and regulations of PERC. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall

be without power or authority to make any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issues submitted and shall not consider anything else. The Arbitrator may not add to, subtract from or otherwise modify the Agreement between the parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.

## ARTICLE VI

### ADDITIONAL BENEFITS

#### A. Health Insurance Benefits

All full-time employees (those working thirty-one (31) paid hours per week or more) covered by this Agreement and their dependents will be covered by the New Jersey State Health Benefits package, Blue Cross, Blue Shield, Rider J, Major Medical insurance benefits and Prescription at Board expense. Upon retirement, an employee with ten (10) years of service at Stillwater School shall be allowed the continuation of either or both of the State Health Plan benefits (Blue Cross/Blue Shield, Rider J, Major Medical, and/or SHBP Prescription Plan). A prescription plan provided by the State Health Benefits Plan is provided. A dental plan is available and paid by the Board to cover the employee and their dependents with the New Jersey Dental Service Plan with a Cap of \$55 per month.

With respect to the foregoing health insurance benefits, the Board shall have the right to change insurance carriers with the approval of the Association.

#### B. Temporary Leaves of Absence with Pay

##### 1. Sick Days

(a) All employees covered by this Agreement shall earn one (1) Sick Day leave per month to a maximum of ten (10) per year for ten (10) month employees and twelve (12) per year for twelve (12) month employees. These days will be credited at the start of each contract year and shall be accumulative. Unpaid sick days will be transferred to the regular sick day account. Days taken before they are earned will be deducted from the employee's final paycheck.

(b) Any absence from duty on sick leave for five (5) or more consecutive working days must be accompanied by a medical doctor's certification as to the employee's disability or inability to work due to sickness or injury.

(c) Retirement Bonus – Upon retirement from the district, employees will be entitled to payment for unused sick days at a rate of \$35.00 per day with a cap of one hundred fifty (150) days.

2. Sickness in Family

All employees covered by this Agreement shall earn one (1) day of leave per every three (3) months, up to a maximum of three (3) days per year, to attend to matters of illness among members of immediate family. Immediate family will be defined as parent, spouse, and child. It will also be extended to include grandparents/siblings. These days will be credited at the start of the contract year, and up to two (2) unused days may be carried over to the following year.

3. Bereavement

(a) Leaves of absence for deaths in the immediate family shall be for the required period, but not exceeding four (4) days. Immediate family will be defined as grandparent, parent, siblings, spouse, child, grandchildren, son-in-law, daughter-in-law, mother-in-law, and father-in-law.

(b) Leaves of absence in the event of the death of any other relative shall be for the day of the funeral only.

(c) Recognizing that there may be unforeseen, extraordinary circumstances involved at the time of death (great distances, provisions for surviving relatives, legal complications, etc.) the four (4) day period may be extended with

recommendation of the Administrator and upon approval of the Board. In an emergency, the Administrator shall be empowered to grant tentative approval on behalf of the Board.

4. Personal Days

(a) All employees covered by this Agreement shall earn two (2) days per year to attend to personal business. Such necessary personal business shall be construed to mean that such business is essential and will require the presence of an employee on a day school is in session. A maximum of two unused personal days will be converted to sick days.

(b) Personal days must be applied for in writing at least three (3) days prior to need, and approved by the Chief School Administrator. However, should an emergency arise, one Personal Day may be taken without the prior approval of the CSA.

(c) Personal days will not be granted before or after a holiday.

5. Notification

The Board Secretary shall give every employee written notice of accumulated and credited days of leave of absence no later than September 30th.

C. Extended Leave of Absence

1. Parental Leave

(a) Assuming the employee meets the requirements of the State and Federal Family Leave Acts, they will be eligible for such leave as set forth in those statutes. They may request additional leave time, without pay or benefits, which may be granted at the Board's discretion. If otherwise qualified to do so, employees may utilize sick days during these leaves.

D. Professional Growth

1. Non-certified staff shall be eligible for tuition reimbursement under the following conditions:

(a) The individual concerned must work at least thirty (30) hours a week;

(b) The individual concerned must have been employed by the district for at least three consecutive years;

(c) Such courses must be taken at an approved college or university or other state approved educational/training institution.

(d) Such courses must be appropriate to the individual's position and job function. Courses of a recreational nature or of a nature which does not directly bear upon the employment function will not be eligible.

2. Individuals may apply through established procedures for such benefits. In order to receive payment the individual must have prior written approval for the course and must submit appropriate documentation, including a copy of the paid bill or cancelled check, a copy of an official transcript reflecting a passing grade of "B" or better. The payments will be made through purchase orders submitted to the business office. Individuals will be reimbursed a maximum of six credits annually.

3. Such reimbursement shall not exceed, at any point, the actual costs of tuition only, and shall not exceed \$435.00 per credit.

4. The approval process requires that approval be granted before registering for the course and that the individual file an appropriate in-service tuition reimbursement request form. This form must have the superintendent's approval in

writing. The superintendent's decision concerning this matter shall be final and shall not be subject to grievance or appeal.

5. Tuition reimbursement shall be from a pool of monies that will not exceed \$2,000 annually.

6. If an employee leaves the district within two years of the completion of a course, he/she will reimburse the district for the cost of the course unless they leave due to retirement or reasons beyond his/her control.

**ARTICLE VII**  
**EVALUATIONS**

A. It is recognized that evaluations are an important and useful tool for identifying staff strengths and weaknesses. Therefore, all employees covered by this Agreement shall be evaluated in accordance with procedures and criteria adopted by the Board.

B. Privacy of Records

1. An employee's personnel records, including evaluation reports, are privileged, confidential, and shall not be made available to the public except when required by law. The employee has the right to examine his/her records in the Administrator's office, in his presence, at a mutually convenient time. In addition, the employee may use these records if it becomes necessary to defend himself/herself before the Board.

2. Whenever a document is placed in an employee's file, they will be given a copy thereof. The employee will return the copy with his/her signature affixed thereto, indicating that he/she has read the document. He/she shall have the right to submit a written comment which shall be attached to the copy on file.

3. When an employee's personnel records are to be reviewed by the Board that review shall be made in executive session, subject to the Open Public Meetings Act. The Administrator shall be present at all times and shall be able to certify that no items were added or removed, copied or reproduced in any way, in part, or in to.

C. Evaluation Conference

Subject to applicable law and regulation, an evaluation conference shall be held with the employee prior to placing a copy of the annual evaluation in his/her personnel file.

## **ARTICLE VIII**

### **WORK SCHEDULE**

A. Para professionals (10 month)

1. Para professionals shall be required to work on days that children are in attendance plus one additional day, the day before school starts for students.

2. The Board may, in consultation with the Association, schedule additional days, and or shorten school days for purposes such as workshops or in-service education. Para professionals shall be compensated for any time beyond their normal workday at their regular rates of pay.

3. The day preceding Thanksgiving Day recess and the last school day preceding the winter holiday will be a shortened days for students and staff. The last day of school will be a shortened day for staff.

4. The work day for Para professionals shall be six and one half (6 1/2) hours for part time and seven (7) hours for full time which will include one half (1/2) hour (unpaid) lunch break. All work will be performed between 8:00 A.M and 3:30 P.M. Para professionals are expected to devote to their assignment the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Para professionals shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty "sign-in roster". Para professionals will be entitled to a ten (10) minute break each day.

B. Administrative Assistants and Custodians (12 month)

1. Holidays

All twelve (12) month employees shall be granted the following

vacation days:

Labor Day	Columbus Day
Veteran's Day	Thanksgiving
Christmas Day	New Year's Day
President's Day	Good Friday
Memorial Day	July Fourth

Custodians and administrative assistants shall receive three (3) additional floating holidays each year. One floating holiday must be used when the school is not in session.

If school is open on one of the listed holidays, the employees will be granted an additional floating holiday.

All floating holidays will be requested and approved in the same manner as personal days.

2. Vacations

(a) Vacation days are as follows:

Any twelve (12) month employee with less than one (1) year of service shall receive vacation days prorated based on ten (10) days per year.

Twelve (12) month employees, employed by the Board of Education one year or more, shall receive ten (10) days paid vacation days.

After five (5) years to the conclusion of the ninth (9<sup>th</sup>) year, with the district, twelve (12) month employees shall receive fifteen (15) vacation days.

From the tenth (10<sup>th</sup>) year to the conclusion of the eighteenth (18<sup>th</sup>) year, with the district, employees shall receive eighteen (18) vacation days;

In the nineteenth (19<sup>th</sup>) year, with the district, employees shall receive

nineteen (19) vacation days.

In the twentieth (20<sup>th</sup>) year, with the district, employees shall receive twenty (20) vacation days.

(b) A real vacation is necessary to ones health and welfare and should be taken each year, consequently, unused vacation days cannot be accumulated from year to year, nor is additional pay allowed for vacation time not taken.

(c) Vacation dates must be pre approved by both the immediate supervisor and the Chief School Administrator (CSA).

3. Work Day

The work day for full time, twelve (12) month custodial staff shall be defined as eight (8) hours which will include one half (1/2) hour unpaid lunch break.

The work day for full time, twelve (12) month administrative assistants shall be defined as seven and one half hours (7 1/2) hours which will include one half (1/2) hour lunch break.

Those employees paid by the hour will indicate the times of their arrival and departure.

4. Summer Hours

Twelve (12) month Administrative Assistants shall be entitled to summer hours, Monday through Friday from 8 a.m. to 2 p.m. for a period of six (6) week, beginning at the discretion of the CSA and may be cancelled at the discretion of the CSA.. Employees may work flexible hours during these times with the approval of their immediate supervisor and the CSA.

5. Holiday Hours

Subject to the approval of the CSA, twelve (12) month employees may be granted the above summer hour benefit during both the winter and spring breaks when school is not in session.

**ARTICLE IX**  
**COMPENSATION**

A. Salary will be determined on the basis of placement on the salary guide for Para Professionals. All other salaries shall be increased at a rate of four (4%) percent in each year of a two year contract beginning July 1, 2007 (all ready adjusted) and ending June 30, 2009.

B. 1. Para Professional Stipends:

“Highly Qualified” \$100.00

Associates Degree \$500.00

Bachelors Degree \$750.00

Teacher Certification \$1,000.00

2. The Summer Lead Custodian shall receive a stipend of \$500.00

C. Automatic Payroll Deductions

Subject to applicable law, the Board agrees to deduct dues to the S.E.A., S.C.E.A., N.J.E.A., and N.E.A., or to any one, or any combination of such associations, as said teachers individually and voluntarily authorize. Monies withheld will be forwarded promptly to the Treasurer of the S.E.A. for disbursement.

D. Summer Pay Plan

Each instructional aide may individually elect to have a percentage deducted from his or her monthly pay for the purpose of extending salary payments over a twelve (12) month period. Within three (3) working days after each pay day, these funds shall be deposited in an account agreed upon by the majority of participating Association members. Proper notice shall be given to the Secretary of the Board of

Education.

E. Salary Payment Schedule

Annual salary shall be paid in equal installments on the fifteenth (15th) and last day of the month. When the scheduled pay falls on a weekend or during a holiday period, checks will be distributed on the last school day preceding that date. September salary checks will be distributed on the Friday following Labor Day and on the last day of the month.

F. Employees shall be reimbursed at the rate established by the Internal Revenue Service per mile for the use of their own vehicles when attendance at the activity is approved and the distance is fifty (50) miles or greater round trip.

## **ARTICLE X**

### **REPRESENTATION FEE**

A. 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the fifteenth (15<sup>th</sup>) of the month following the month in which such deductions were made. 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.

E. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.

F. The Association shall establish and maintain at all time a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making such deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

## **ARTICLE XI**

### **SEPARABILITY AND SAVINGS**

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XII**

**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the final understanding and settlement by the two (2) parties of all negotiable issues which were the subject of collective negotiations. It is the understanding of both parties that the foregoing provisions will preclude both parties from reopening negotiations during the term of this Agreement, except for dealing with a change in terms and conditions of employment proposed by the Board, or by mutual consent.

B. 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.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Association President

Dated: