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**AN AGREEMENT BETWEEN THE
LITTLE EGG HARBOR TOWNSHIP
INSTRUCTIONAL ASSISTANTS ASSOCIATION
AND THE
BOARD OF EDUCATION OF
LITTLE EGG HARBOR TOWNSHIP
COUNTY OF OCEAN, NEW JERSEY
JULY 1, 1994 - JUNE 30, 1995**

PREAMBLE

This agreement is entered into this 1st day of July 1995, by and between the Board of Education of Little Egg Harbor Township, County of Ocean, State of New Jersey, hereinafter called the Board, and the Little Egg Harbor Township Instructional Assistants Association, hereinafter called the Association. This agreement shall cover the period from July 1, 1995 to June 30, 1997.

ARTICLE I

RECOGNITION

- A. The Little Egg Harbor Township Board of Education hereby recognizes the Little Egg Harbor Township Instructional Assistants Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time instructional assistants.

- B. Unless otherwise indicated, the term employee, when used herinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Deadline Date - On, or about, the first day of October of the school year in which this agreement shall expire the parties agree to enter into good-faith collective negotiation over a successor Agreement in accordance with the Public Employer-Employee Relations Act in an effort to reach agreement on all matters concerning the terms and conditions of assistants' employment. Any agreement so negotiated shall apply to all full-time assistants, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. Modification - 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.
- C. Negotiation of Successor Agreement - In the event of the Public Employment Relations Commission or any other public body having appropriate jurisdiction establishing a mandatory timetable for such negotiation, the parties agree to be bound by said timetable, anything contained herein to the contrary notwithstanding.

ARTICLE III

ASSOCIATION RIGHTS

- A. The Board agrees to make available to the Association, free of charge, available public information to which it is entitled.
- B. Whenever an employee is mutually scheduled by the parties to participate in negotiations or grievance proceedings during working hours, he/she shall suffer no loss in pay.
- C. With advance approval of the Chief School Administrator or his/her designee, Association representatives shall be permitted to perform Association business on school property provided that such shall not interfere with or interrupt normal school operations.
- D. The Association shall have access to a portion of a bulletin board located in each copy room. Copies of all materials posted on such bulletin boards by the Association shall be transmitted to the building principal, but no approval shall be required for posting. Posted materials shall not be offensive to nor derogatory in nature toward the Board of Education or its members, community members, administrative personnel, students, or any individual or group of employees.
- E. The Association shall have the right to use intra-school mail facilities and school mailboxes for Association business.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Statutory Savings Clause - Nothing contained herein shall be construed to deny or restrict to any assistant such rights as he/she may have under New Jersey school laws, or any other applicable laws and regulations.
- B. Just Cause Provision - No assistant shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- C. Criticism of Assistants - Any question or criticism by an administrator or Board member of an assistant and his/her duties shall be made in confidence and not in the presence of students, parents, or other public gatherings unless the assistant chooses to make such questions or criticisms public.
- D. Association Identification - No assistant shall be prevented from wearing standard, or conventional, pins or other identification of membership in the Association or its affiliates.
- E. Reduction in Force (RIF) - In the event of a reduction in force, consideration shall be given to years of service in the district and quality of evaluations. The Board retains the right to continue employment for those employees which it considers the best candidates for the remaining positions.
- F. Posting of Positions - All positions for which assistants may be qualified shall be conspicuously posted and members shall have the right to apply and be considered for such positions.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a claim, involving terms and conditions of employment, by an employee or by the Association based upon the interpretation, application, or violation of the negotiated agreement, Board policy, or administrative decisions.
2. Grievant - A grievant is the person, persons, or the Association claiming a grievance.
3. Party in Interest - A party in interest is the grievant, the Association, the Board, and any person who might be required to take action in order to resolve the grievance.

B. Purpose

The purpose of a grievance is to secure the rights of the parties. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

C. Procedure

1. Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.
2. Year-End Grievances - In the event a grievance is filed at such time that it cannot be processed through all the levels by the end of the school year and continuation of the grievance into the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Supervisor - An employee with a grievance may submit it within seven (7) calendar days of the date of the incident which gave rise to the grievance. The grievance must be submitted in writing to the grievant's principal or immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the grievance informally.
4. Level Two - Superintendent of Schools - If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file a written appeal to the Superintendent. Such appeal must be submitted within seven (7) calendar days of the date of the Level One response or, if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level One.

The Superintendent shall acknowledge receipt of the grievance and shall schedule a hearing with the grievant, at which time the Superintendent shall consider the relief sought. The Superintendent shall render his decision to the grievant, in writing, not more than fourteen (14) calendar days after the hearing.

5. Level Three - Board of Education - If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may request that the Association appeal the grievance to the Board. Such appeal by the Association must be submitted within seven (7) calendar days of the date of Level Two response or, if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level Two.

The Board, a committee thereof, or its designees may conduct a hearing within thirty (30) calendar days of the date the grievance is appealed, in writing, to the Board. The Board shall render its decision not more than thirty (30) calendar days after its receipt of the written grievance appeal if a hearing is not held, or within thirty (30) calendar days of the date of the hearing.

D. Rights of Employees to Representation - A grievant may be represented at all stages of the procedure by himself/herself or, at his/her 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 state its views at Level Two and all subsequent levels.

E. Reprisals - No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration or of the Association, or any person, for participation in or non-participation in any grievance.

F. Miscellaneous

1. **Written Decisions** - All decisions shall be in writing. Such written decisions shall be transmitted promptly to all parties in interest and to the Association.

2. **Separate Grievance File** - All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. **Grievance Forms** - Forms for filing grievances shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Cost for the preparation of said forms shall be borne equally by the Association and the Board.

ARTICLE VI

WORK YEAR

- A. The Assistants' work calendar shall parallel that of the teachers with the exception of the teachers' orientation day.
- B. An assistant shall attend teacher orientation day, with pay, if required to do so or, if he/she has sought and received prior supervisor approval for attendance.
- C. On those days when in-service activities are scheduled, an assistant shall attend in-service, with pay, if required to do so or if he/she has sought and received prior supervisor approval for attendance.
- D. Assistants shall not be required to attend evening conferences.

ARTICLE VII

WORK DAY

- A. The work day for instructional assistants shall be six and one-half (6 1/2) continuous hours inclusive of an unpaid thirty-minute duty-free lunch.
- B. The work day for library assistants shall be seven and one-half (7 1/2) continuous hours inclusive of an unpaid thirty-minute duty-free lunch.
- C. Assistants shall be entitled to one (1) fifteen minute break each day.
- D. Afternoon attendance shall not be required on scheduled holiday half days.
- E. On scheduled non-holiday half days and on emergency half days, assistant attendance shall be the same as the teachers.

ARTICLE VIII

COMPENSATION

- A. Salary Guides - Salary guides are detailed in Appendix A which is a part of this agreement.
- B. Summer Instructional Assistants - Summer assistants will use the negotiated salary agreement for full time employees.
Summer assistants shall be placed on the guide and paid based upon years of experience as a summer assistant. For example, a regular assistant on the ninth step could be on the first step of the guide as a summer assistant if it were the assistant's first year as a summer assistant.
- C. Terminal Leave - An assistant who notifies the Board in writing on or before January 2 of any year of his/her intention to retire at the end of that school year and who actually files for retirement with the New Jersey retirement system, shall be entitled terminal leave compensation. Terminal leave compensation shall be calculated using the salary rate earned during the final year of employment. Compensation shall be in the amount of one day's pay (final annual salary/180) for each two days of unused accumulated sick time. There will be a maximum payout of fifty (50) days' salary. In the event that notification of retirement is not given to the Board in a timely fashion, the Board, at its discretion, may defer payment of terminal compensation to July of the school year immediately following the school year in which retirement took place.
- D. Perfect Attendance Incentive - An instructional assistant who does not utilize his/her annual sick leave entitlement shall receive one hundred dollars (\$100) at the conclusion of the school year.
- E. College Degree - Any assistant receiving either a two-year or a four-year college degree shall be placed in the appropriate College Degree column of the salary guide.

ARTICLE IX

INSURANCE BENEFITS

A. Health Insurance

The Board shall pay 100% of the premium required for enrollment of an employee with more than three years of employment and his/her dependents. All new employees shall be offered the DPP Plan. Dependent coverage is contributory for all new employees. Upon tenure (beginning of year 4), employees will have a choice of DPP plan or the Traditional Plan. At that time dependent coverage will be paid by the Board of Education.

Employees may elect to enroll in one of the district's HMO programs in lieu of the district's basic health insurance program. For such employees the Board shall contribute the same dollar amount per month that it would have paid toward enrollment in the basic health insurance program. Additional premium amounts due, if any, shall be deducted from each participating employee's paychecks.

There shall be mandatory second opinion for certain surgical procedures as designated by the insurance carrier. These mandatory second opinions shall be covered under the insurance policy.

The health insurance program shall include full family prescription coverage, the copay for which shall be \$5/\$0 (\$5 name-brand, \$0 generic).

The Board shall have the discretion of choosing the New Jersey State Health Benefits Plan to provide insurance coverage for the unit, provided such coverage is equal to or better than that which currently exists.

B. Dental Insurance

For the life of this agreement the Board shall pay 100% of the premiums required for the enrollment of an employee and his/her eligible dependents in the district's dental insurance program.

C. Disability Insurance

The Board shall pay 100% of the premiums required for the enrollment of the employee in a disability insurance program.

D. The effective date of enrollment in any of the district's employee insurance programs shall be the first day of the month following thirty (30) or more calendar days of active employment.

ARTICLE X

TEMPORARY LEAVES

- A. Sick Days - All full-time assistants shall be allowed sick leave with full pay for ten accumulative and two (2) non-accumulative days in any school year. Non-accumulative days may only be used after exhaustion of the ten accumulative days in any school year.
- B. Personal Leave - Employees shall be granted up to three (3) days emergency or personal leave, without deduction of salary, in any school year. These days, if unused at the end of a school year, shall accumulate as sick leave. The superintendent shall be notified as soon as possible when a day is being used for an emergency.
- C. Bereavement Leave - In case of death in the immediate family of an employee or his/her spouse, the employee shall be entitled to four (4) days bereavement leave, per occurrence, without deduction of salary. Immediate family is defined as father, mother, spouse, child, brother, sister, or any other close relative residing in the household. In the event of the death of a grandparent, the employee shall be entitled to one (1) day bereavement leave per occurrence.
- D. Illness in family - Employees may be granted up to four (4) days of absence for critical or terminal illness in the immediate family, without deduction of salary during any one year. The employee must, in the event of a critical illness, furnish a written statement from the attending physician certifying the seriousness of the illness.
- E. Court Order - In case of absence by reason of court subpoena, no deduction of salary shall be made provided that the subpoena is filed with the Superintendent.
- F. Jury Duty - Employees called for jury duty shall suffer no deduction of salary provided the employee requests in writing, and is denied, a postponement of jury services until the summer recess and submits copies of the request and denial to the Board. Employees shall receive their regular daily pay for each day of jury duty but will be required to reimburse the district the amount of any jury pay received.
- G. Other Leaves - Nothing in this section shall prevent the Board from granting other temporary leaves for what it considers good and sufficient reason. Such leaves may be with or without pay.

ARTICLE XI
EXTENDED LEAVES

- A. Military Leave - Each employee shall be eligible for an unpaid leave of absence for military leave pursuant to statute.

- B. Family Leave - Each employee shall be eligible for an unpaid leave of absence for family matters pursuant to the New Jersey Family Leave Act or the Federal Family Leave Act.

ARTICLE XII

TUITION REIMBURSEMENT

- A. The Board shall establish a fund of \$1500 to provide reimbursement for courses, seminars, and workshops successfully completed by assistants.
- B. The Board shall reimburse one half (1/2) of the tuition of college courses, seminars, and workshops not directly related to the educational field. Courses, seminars, and workshops must be taken with prior Board approval and total reimbursement for all assistants shall be limited to the fund amount set forth in A above. Participants must successfully complete the course, seminar, or workshop for which reimbursement is sought.
- C. The Board shall reimburse 100% of the tuition of college courses, seminars, and workshops directly related to the educational field, business administration, or computers with prior Board approval. Total reimbursement for all assistants shall be limited to the fund amount set forth in A above. Participants must achieve a minimum grade of B where grades are given and must successfully complete the course, seminar, or workshop for which reimbursement is sought.
- D. Reimbursement shall come from the fund established for the fiscal year in which the course, seminar, or workshop is completed.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could be the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.
- C. If any of the provisions of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or applications shall continue in full force and effect.
- D. Copies of this agreement shall be reproduced and distributed within thirty (30) days of its signing by the presidents of the respective groups. The cost of reproduction shall be borne by the Board.
- E. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - 1. If by the Association - To: Little Egg Harbor Board of Education
950 No. Green Street
Tuckerton, NJ 08087
 - 2. If by the Board - To: Little Egg Harbor Township Instructional
Assistants Association
950 No. Green Street
Tuckerton, NJ 08087

- F. The Board reserves jurisdictions and authority over matters of policy and retains the right, subject to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district; and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations; to determine the methods, means, and personnel by which such operations are to be conducted; (6) to determine work schedules and to order overtime; and (7) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- G. For the duration of this Agreement the Board agrees not to negotiate with any organization other than the Little Egg Harbor Township Instructional Assistants Association over matters relating to terms and conditions of employment of employees in this unit.

APPENDIX A

SALARY GUIDES
1995 - 1996

STEP	FULL TIME	WITH DEGREE
1	\$7.31	8.33
2	7.64	8.72
3	8.07	9.22
4	8.52	9.76
5	9.01	10.29
6	9.52	10.83
7	10.00	11.36
8	10.47	11.80
9	10.96	12.33
10	11.45	12.68
11	11.94	13.40
12	12.42	
13	12.82	
14	13.30	
15	13.76	

SALARY GUIDES
1996 - 1997

STEP	FULL TIME	WITH DEGREE
1	\$7.36	8.38
2	7.68	8.75
3	8.02	9.15
4	8.48	9.68
5	8.95	10.25
6	9.47	10.81
7	9.95	11.32
8	10.45	11.87
9	10.94	12.34
10	11.46	12.89
11	11.95	13.41
12	12.46	
13	12.96	
14	13.38	
15	13.88	
16	14.35	

