

AGREEMENT
between
RIDGEFIELD TEACHING ASSISTANTS ASSOCIATION
and
RIDGEFIELD BOARD OF EDUCATION

JULY 1, 2009

thru

JUNE 30, 2012

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PREAMBLE

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

ARTICLE 1

RECOGNITION

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

ARTICLE 2

NEGOTIATION PROCEDURE

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

ARTICLE 3

GRIEVANCE PROCEDURE

1. DEFINITIONS

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

2. PURPOSE

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

3. PROCEDURE

- A. A grievance must be filed within fifteen (15) school days of its occurrence.
- B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limit specified ~~may, however, be extended or reduced by mutual consent.~~

- C. In general, three levels of discussion are provided in the communication channel. First, with the Director of Special Education; second, with the Superintendent of Schools; and, third, with the Board of Education.
- D. Grievances at all levels stating the contractual violations shall be submitted in writing. Decisions shall be submitted in writing to the interested parties. Prior to filing any grievance, the Association shall notify, in writing, those employees who are or may be affected.
- E. Level 1: Discussions at this level will be between the Director of Special Education and the aggrieved person. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved person to take the grievance to the second level within five (5) school days.
- F. Level 2: Discussions at this level will be between the Superintendent of Schools and the aggrieved person. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved party to take the grievance to the third level within five (5) school days.
- G. Level 3: Discussions at this level will be between the Board of Education or the committee of the Board, the Superintendent of Schools and the aggrieved person. The Board of Education shall render its decision within twenty (20) school days from the receipt of the grievance.
- H. Except as provided for in Article 3, Section 1(i) the Ridgefield Board of Education shall be the final step in the grievance procedure.
- I. (i) If the grievance concerns the imposition of reprimands and discipline as defined in N.J.S.A. 34:13A-29 the Association may file for binding arbitration.

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

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

- (1) A pattern of reporting late to work
- (2) Failure to follow the directions of the teacher to whom the FTA/PTA is assigned on any given day.
- (3) Failure to follow procedures such as sign in/out on the required sheet or the like.
- (4) Failure to follow the instruction of the Director of Special Education.
- (5) Failure to be appropriately dressed for the nature of the work assigned as directed by the Superintendent of Schools.
- (6) The use of any cell phone or cellular device on school grounds when school is in session. This does not apply to the use of cell phones during lunch, break or while off of school grounds.

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

- J. If a decision has been rendered at any level, the grievance becomes null and void if the aggrieved party or his representatives do not appeal to the next higher level within the stipulated number of days.
- K. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- L. The grievance must be hand delivered to the Board Secretary/Business Administrator. The recipient must give written acknowledgment of its delivery, with time and date duly noted.
- M. Whenever a grievance is originally filed, the Superintendent of Schools shall receive a copy of the grievance immediately so that he may be fully informed of its nature. The party filing the grievance shall be responsible for a copy being delivered to the Superintendent.

4. REPRESENTATION

Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedures.

ARTICLE 4

RIGHTS OF THE BOARD OF EDUCATION

1. The Association recognizes the Board as the public agency charged by the New Jersey State Legislature under the mandate of the Constitution, with the management in the school district of the Borough of Ridgefield of a thorough and efficient system of free public schools.

2. The Board hereby retains and reserves unto itself, without limitations other than those expressly set forth by law and by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

ARTICLE 5

RIGHTS OF THE ASSOCIATION

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

ARTICLE 6

DUES/AGENCY SHOP

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

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

1. Purpose of Agency Shop Fee

If an Employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee

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

3. Deduction and Transmission of Fee

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

forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the Employee begins his or her employment in a bargaining unit position.

4. Termination

If an Employee who is required to pay a representation fee is no longer employed by the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

5. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. Save Harmless

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

ARTICLE 7

SALARIES

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

TRANSITION:

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

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

ARTICLE 8

HOURS OF WORK

1. FTAs shall work six and three-quarter ($6 \frac{3}{4}$) hours per day, five (5) days per week, not to exceed the hours of the teachers. It is understood that the schedule will be determined by the District. Employees shall be required to perform bus duty.
2. There shall be a forty (40) minute duty-free lunch.
3. Any additional work beyond the normal work day shall be paid as straight time for up to forty (40) hours, and time and one-half paid for hours over forty (40) hours per week.
4. PTAs shall work three and one-half ($3 \frac{1}{2}$) hours per day, five (5) days per week, excluding any days off. PTAs shall not work more than $19 \frac{1}{2}$ hours per work week. Teacher assistants are not to "make up" any days without the permission of the Superintendent of Schools.
5. All Employees shall be required to sign in and shall be required to sign out at all times upon entering or upon leaving the building.
6. Nothing in this Article shall be considered a guarantee of hours of work per week or day or a guarantee of continued employment, or renewal of employment.
7. PTAs shall receive one 15 minute break, to be determined by the classroom teacher and/or administrator. FTA's will be entitled to one 15 minute break during the day, to be determined by the classroom teacher and/or administrator.
8. Teacher assistants who work in the summer program shall work the same hours as the teachers. During summer sessions employees will receive one 15 minute break.

ARTICLE 9

TEMPORARY LEAVES OF ABSENCE

1. Personal Leave

- A. From one (1) year to nine (9) years of service, FTAs are allowed one (1) Personal Leave Day. Barring an emergency this day may be taken with three days' notice. At the beginning of the tenth year of service, FTAs are allowed two (2) Personal Leave Days.
- B. One Personal Leave Day may be accumulated in any contract year for use during the following year.

2. Bereavement

A. Death in the Immediate Family

A period not to exceed three (3) school days will be granted with full pay, upon the death of a member of the immediate family of an employee. The term, "immediate family," shall be defined as including: mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, significant other or children or any other relative who is a member of the immediate household.

B. Other Bereavement Leave

A period not to exceed one (1) school day will be granted with full pay, upon the death of any family member not enumerated in Section 2(A) above.

3. Except as noted in Section 1(B) above, all temporary leaves of absence are for each contract year and may not be carried year to year.

4. Jury Duty

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

ARTICLE 10

SICK LEAVE

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

ARTICLE 11

INSURANCE PROTECTION

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

ARTICLE 12

MISCELLANEOUS PROVISIONS

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

increases in salary and benefits as may be required by law or agreement between the Board and the RTAA; or

- B. A written notice that such employment shall not be offered.
7. All employees shall enter into individual employment agreements as set forth in Exhibit 2; see attached.
 8. All notice of job opportunities for any teacher assistant position shall be posted in each school at least two (2) weeks prior to the closing date. A copy will also be sent to the Association president.
 9. Any teacher assistant, who is voluntarily leaving his or her position, must give at least three (3) weeks notice of his/her intention to resign.

ARTICLE 13

TEACHER ASSISTANTS' WORK YEAR AND WORK DAY

1. (i) For 12-month FTAs the work year shall be July 1 through June 30 and shall include up to thirty (30) work days in July and August.
- (ii) The summer work day schedule shall continue as in past years.
- (iii) All 12-month FTAs shall work the same calendar and hours that teachers work during the period September 1 through June 30.
2. (i) For 10-month FTAs the work year shall be September 1 through June 30.
- (ii) 10-month FTAs shall work the same calendar and hours that teachers work during the period September 1 through June 30.
3. Summer hours will remain the same provided that if the Board increases the hours up to 6¼ hours, 5 days a week, there will be no additional compensation.
4. An after school hours meeting, not to exceed one (1) hour may be held every other month during the regular school year, barring emergencies. The administration will provide a schedule of meeting dates by September 30 of each year.

ARTICLE 14

EXTENDED LEAVES OF ABSENCE

1. Leaves of absence for maternity shall be in accordance with State law.
2. Leaves of absence for family care shall be in accordance with the State and Federal Family Leave Act.

ARTICLE 15

DEVELOPMENT COMMITTEE

- A. The superintendent of schools, or his/her designee, shall meet at least two times each year with two representatives designated by the Association, to discuss development needs of the employees.
- B. Any teacher assistant who is required to perform a task that requires specific training will be properly trained before he/she performs said task.

ARTICLE 16

REDUCTION IN FORCE

- A. If, after the start of the school year, the Board determines that a reduction in force of the teacher assistants is necessary, and the total headcount is reduced as a result, affected employees shall be given priority in filling vacancies that exist the following September. This priority shall be granted at the discretion of the Board, and shall not be granted to those employees with disciplinary issues or to those employees who were separated from employment due a non-renewal.
- B. In the event of a reduction in force such that there is a reduction in the total headcount of full time assistants for a period of twelve months from the reduction, affected employees shall be given priority in filling vacancies that exist.. This priority shall be granted at the discretion of the Board, and shall not be granted to those employees with disciplinary issues or to those employees who were separated from employment due a non-renewal. Fulltime assistants will be recalled and placed on the step they occupied at the time of the reduction in force.

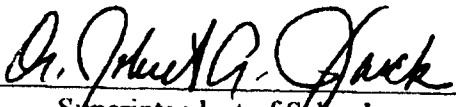
ARTICLE 17

DURATION

This Agreement shall be in effect for the 2009-2010, 2010-2011 and 2011-2012 school years.

This Agreement will be in full force and effect until a successor agreement has been completely negotiated.

RIDGEFIELD BOARD OF EDUCATION




Superintendent of Schools




Andrew, Grippa, President

RIDGEFIELD TEACHING ASSISTANTS ASSOCIATION




Fran Ganci, President

RTAA NEGOTIATING TEAM MEMBERS



Roberta Genaro



Denise Carelli



Dolores Bickford

EXHIBIT 7 (Article 7)

**FULL TIME TEACHING ASSISTANTS
SALARY GUIDE**

Step	2008-09 (Base Year)	2009-2010	2010-2011	2011-2012
1	16,002	16,500	17,000	17,500
2	16,940	17,000	17,500	17,680
3	17,999	18,000	18,000	18,200
4	18,997	18,997	18,997	18,997
5	20,128	20,128	20,128	20,128
6	20,832	20,933	20,933	20,933
7	21,561	21,655	21,770	21,770
8	22,316	22,423	22,521	22,641
9	23,097	23,209	23,320	23,422
10	23,905	24,021	24,137	24,253
11	24,981	24,981	24,982	25,102
12	25,792	25,980	25,980	25,981
13	26,694	26,824	27,019	27,019
14	27,628	27,762	27,897	28,100
15	28,459	28,733	28,872	29,013
16	29,313	29,597	29,882	30,027
17	-	30,486	30,781	31,077
18	-	-	31,705	32,012
19	-	-	-	32,973

- 1) An FTA shall move one step on the guide each year of the agreement.
- 2) After reaching the maximum, and being paid for one year at such maximum step, an employee shall have the following percentages added to his/her base salary:

2009-2010	4%
2010-2011	4%
2011-2012	4%
- 3) An employee who is as of the date of this Agreement being paid off guide and above the maximum as reflected on the guide for his/her base pay shall have the same percentages applied to his/her base pay as in Paragraph 2.
- 4) Summer compensation for the six-week program shall continue to be prorated as in the past.
- 5) PTA's salary shall be \$13.75 per hour in 2009-2010; \$14.00 per hour in 2010-2011; and \$14.25 per hour in 2011-2012.

EXHIBIT 12 (Article 12)

**BOARD OF EDUCATION
BOROUGH OF RIDGEFIELD, NEW JERSEY
EMPLOYMENT CONTRACT
For Full Time/Part Time Aides**

It is agreed between the Board of Education of the Borough of Ridgefield, in the County of Bergen, party of the first part, and (fill in name), party of the second part; that said Board of Education has employed and does hereby engage and employ the said party of the second part, to serve as (Teacher Assistant) or (Part Time Teacher Assistant) in the public schools, under the direction and supervision of the Superintendent of Schools or its designee and under the control of said Board of Education from the ___ day of _____ to the ___ day of _____ at the salary of (_____) to be paid in semi-monthly installments.

The said party of the second part hereby accepts the employment aforesaid, and agrees faithfully to do and perform duties under the employment aforesaid, and to observe and enforce the rules prescribed for the government of the school, by the Board of Education.

It is hereby agreed by the parties hereto that this contract may be terminated before the expiration of the full term specified above upon 21 days notice in writing by either party to the other of intention to terminate the same.

Dated this ___ day of _____, 20__.

THE BOARD OF EDUCATION, BOROUGH OF RIDGEFIELD
COUNTY OF BERGEN, NEW JERSEY

Superintendent of Schools

, President

Secretary

, Employee

Address of Employee:

MODIFICATION AGREEMENT

THIS AGREEMENT, entered into this / day of June, 2011, between the Ridgefield Board of Education (hereinafter "Board") and the Ridgefield Teaching Assistants Association (hereinafter "Association").

WITNESSETH:

WHEREAS, the parties wish to amend their current Collective Negotiations Agreement which runs from July 1, 2009 through June 30, 2012 to incorporate certain agreements reached concerning certain terms and conditions of employment.

NOW THEREFORE, for good and valuable consideration acknowledged by the parties, the parties agree as follows:

1. Article 8, paragraph 4 is amended to change "three and one-half (3 ½) hours" to "four and one-half (4 ½) hours" and to change "19 ½" to "24 ½".

2. Article 11, paragraph 1 is deleted and replaced with "The Board of Education shall provide employee only (single person) health care insurance protection for full-time Employees eligible for coverage. Employees shall be entitled to employee only coverage under any plan encompassing all provisions under the New Jersey School State Health Benefit Plan (SEHBP), or equal or better than any other Health plan that provides like coverage. The Board of Education medical plan shall include the SEHBP prescription plan. Provided there is no additional cost to the Board, Employees may purchase dependent coverage through deductions from payroll."

8. Except as modified in this Modification Agreement, all other provisions of the parties' Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have ratified this Modification Agreement and caused their officers to execute the same as of the date set forth herein.

RIDGEFIELD BOARD OF EDUCATION

DATED: 6/9/11

By: *Deborah Fugnitti*
DEBORAH FUGNITTI, PRESIDENT

Richard Guarini
RICHARD GUARINI, BUSINESS
ADMINISTRATOR/BOARD SECRETARY

RIDGEFIELD TEACHING ASSISTANTS
ASSOCIATION

DATED: 5/31/11

By: *Fran Ganci*
FRAN GANCI, PRESIDENT