

Article I
Recognition

The Board hereby recognizes the Sparta Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regularly employed full and part-time classroom, playground and cafeteria aides employed by the Board.

Article II
Negotiations of Successor Agreements

- A. The parties agree to enter into collective negotiations for a successor agreement in accordance with PERC law.
- 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.

Article III
Grievance Procedure

- A. Definitions
 - 1. A “grievance” is a claim by an aide based upon an event or condition which affects the terms and conditions of employment and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
- B. Purpose
 - 1. The purpose of this procedure is to provide a means to resolve grievance disputes which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Procedure
 - 1. Grievances shall 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.
 - 2. The aggrieved person will institute the grievance procedure within twenty (20) consecutive calendar days of the occurrence or within twenty (20) days of the date on which he/she becomes or should have become aware of the grievance. In the event the grievance is not initiated within this period, the grievance is null and void and cannot be brought.
 - 3. Level One
 - A. An aide with a grievance shall first discuss his/her problem informally with his/her immediate superior, if any, and the building Principal to try to settle the grievance.

- B. If the aggrieved is not satisfied with the disposition of the grievance at Level One-A, he/she shall file his/her grievance in writing with the Principal. The response to the written grievance shall be in writing and be given no later than five (5) days after receiving the grievance.
 - C. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One-B, or if no decision has been rendered within the limit stated, the aggrieved person may review his/her grievance with the Association. The Association, in discussion with the aggrieved person, shall determine within seven (7) calendar days whether to proceed to Level Two.
4. Level Two
If the aggrieved person wishes to pursue the grievance, he/she must send a letter to the Superintendent within ten (10) days with a copy to the Principal or immediate superior, stating (a) the nature of the grievance, (b) extent of injury or loss, (c) reasons for writing the grievance, (d) articles of contract considered violated, (e) results of previous discussion, (f) basis of dissatisfaction with the determination, and (g) a request for an audience with the Superintendent. This meeting must be scheduled within ten (10) calendar days upon receipt of the letter by the Superintendent. The Superintendent shall reply, in writing, stating the reasons for his/her decision to the aggrieved person within ten (10) days after such meeting.
5. Level Three
If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he/she may appeal his/her grievance in writing, within fourteen (14) days to the Board of Education specifying his/her reasons for his/her complaints. Within fifteen (15) days of the receipt of the appeal of the grievance, the Board of Education may conduct a hearing to provide the aggrieved an opportunity to present his/her grievance. Within thirty (30) days after the hearing, the Board shall render a decision and notify the aggrieved person(s) in writing. Copies of the decision will be forwarded by the Board to the Association and the Superintendent of Schools.
6. Level Four
A. In the event an aggrieved person is dissatisfied with the determination of the Board, he/she shall have the right to seek advisory arbitration. A demand for such arbitration shall be made no later than fifteen (15) calendar days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and Board shall mutually agree upon a longer time period within which to assert such a demand. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. When the parties agree, or if they are unable to agree, they shall, within ten (10) calendar days of the demand, jointly request the Public Employment Relations Commission to appoint an arbitrator.

- B. The arbitrator shall conduct such proceedings as he/she shall deem necessary and shall render a report setting forth his/her findings of facts, reasoning and recommendations within the shortest possible time. The recommendation made by the arbitrator shall be advisory only. The parties agree that they shall consider the recommendation but that it will not be binding on the parties. The following areas are not subject to advisory arbitration:
 - a. Failure to re-employ or appoint personnel (non-renewal) in positions for which tenure is neither granted nor possible by law.
 - b. A grievance for which a specific remedy is provided by law and directly applicable to the grievance point.
 - c. Failure to retain non-tenured unit personnel in the event their services are no longer needed.
7. Miscellaneous
- A. An aggrieved person may be represented at all levels of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.
 - B. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any faculty representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
 - C. If, in the judgment of the Association, a grievance affects a group or class of aides, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
 - D. 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.
 - E. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Superintendent after consultation with the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
 - F. All meetings and hearings under this procedure shall not be conducted in public and shall include the parties and their designated or selected representatives, heretofore referred to in this Article.
 - G. Employees shall not have the right to refuse to follow administrative directives or Board policy on grounds that a grievance has been instituted or is in any stage of process.
 - H. Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the aggrieved to proceed to the next step. The parties, however, may mutually agree in writing to extend the time periods specified herein.
 - I. Failure at any step of this procedure by the aggrieved or the Association to appeal a grievance to the next step within the specified time limits, unless mutually extended, shall be deemed an acceptance of the decision rendered at that step, and an abandonment of further grievance procedure.

- J. In any case where a grievance is based upon a determination of the Board, the aggrieved may appeal directly to the Board at Level Three. In either instance, the grievance will be filed in accordance with the requirements of Level Two.
- K. All meetings, hearings and investigations under this procedure shall be accomplished without interference with the operation of the school system, after school hours, and shall be considered private.
- L. The parties agree to cooperate in the investigation and resolution of any grievance.

Article IV
Involuntary Transfer and Reassignments

In the event of changes in schedules, class and/or subject assignments, of building assignments, any aides affected shall be notified appropriately of the transfer. Such notice shall take place as soon as reasonably possible.

Article V
Voluntary Transfers, Reassignments and Vacancies

All openings for promotional positions and unit positions shall be publicized by the Superintendent in accordance with the following procedure:

- A. The Superintendent shall post in all school buildings all vacancies as they occur and on the district website.
- B. Posted notices shall state that applications for such vacant positions are being accepted, the position title, and the deadline for filing such applications.

Article VI
Absences

- A. Absences for personal illness
Sick leave is hereby defined to mean the absence from duty of any unit employee because of personal disability due to illness or injury. Employees shall be entitled to ten (10) sick leave days each school year. Part-time employees shall be entitled to pro-rated sick leave. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Personal Days
All unit employees will continue to receive two (2) paid personal days per year. New unit members will be entitled to the same.

C. Absence due to bereavement

Absence due to death in an employee's immediate family or household shall be allowed with pay for the required period not to exceed four (4) days.

1. The term "immediate family" shall include mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, grandparents, child and grandchild.

Article VII
Employee Benefits

All employees currently receiving Board paid benefits shall continue to receive those same benefits for the duration of this agreement. The parties acknowledge that thirteen (13) unit members are currently covered by the Board's Health Insurance.

(Allen, Brennan, Bruno, Cernacaro, Graniello, Heinz, Huettenmoser, Kus, Natale, Reynolds, Serpone, Stark, Taylor)

It is agreed that if one or more of these remaining named unit members separates from employment, the next senior eligible (using the full time date of hire) aide will be entitled to such insurance. The intent is that thirteen (13) unit members shall be entitled to health insurance for the life of the agreement.

Article VIII
Association Rights and Privileges

The Board agrees to make available to the Association upon request:

1. The names and hourly wages of new personnel.
2. A comprehensive list of total existing personnel and their hourly rate of pay.

Article IX
School Calendar/Work Schedule

Aides will be paid hourly for the number of hours worked based on a one hundred eighty (180) day schedule for classroom aides and one hundred seventy-three (173) day schedule for lunchroom aides.

Full time aides shall have a duty-free lunch period equal to a lunch period in the school they are assigned.

Article X
Employee Rights

No employee shall be disciplined without just cause. Whenever an employee is required to appear before any supervisor for disciplinary action, he/she shall have the right to written notification of the reason for said meeting and shall have the right to have a representative of the Association present. Decision to non-renew shall not constitute disciplinary action and is not subject to the grievance procedure.

Article XI
Representation Fee

1. Nonmember

If an employee who is eligible to become a member does not become a member of the Association during any membership year which is covered in whole or part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

2. Amount of fee

Prior to the beginning of each membership year, the Association will notify the district Business office in writing of the amount of the regular membership dues. The representation fee to be paid by nonmembers will be equal to 85% of that amount as per statute.

3. Deduction and transmission of fee

A. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Business office a list of those employees who have not become members of the Association for the current membership year. The full amount of the 85% representation fee will be deducted from the salaries of such employees.

B. Payroll deduction schedule

The business office will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. 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.

4. Indemnification and Save Harmless Provision

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, and to reimburse the Board for any attorney fees incurred, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph.
- b. If the Association so requests, in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

Article XII
Separability

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not effect the remaining portions of this Agreement which shall remain in force and effect.

Article XIII
Salary

Annual wage increase:

Effective and retroactive to 7/1/2005 \$.55 per hour for all unit employees.

Effective 7/1/2006 \$.60 per hour for all unit employees.

Effective 7/1/2007 \$.60 per hour for all unit employees.

Starting salaries:

Starting salaries will increase by \$.50 per hour per year for each year of the agreement. Specifically in 2005-06 cafeteria and playground aides starting salary will be \$7.25 per hour. Classroom aides will be \$8.00 per hour. Employees with a four-year degree/certification will receive a salary of \$1.00 per hour over the starting salary. Also, prospectively anyone who is employed and earns a four-year degree/certification will receive one dollar (\$1) per hour increase in salary.

| | <u>Classroom</u> | <u>Cafeteria/ Playground</u> |
|---------|------------------|----------------------------------|
| 2005-06 | \$ 8.00 | \$ 7.25 |
| 2006-07 | \$ 8.50 | \$ 7.75 |
| 2007-08 | \$ 9.00 | \$ 8.25 |

Agreement signed on this _____ day of _____, **2005**
between the Sparta Board of Education and the Sparta Education
Association.

Sparta Board of Education

Sparta Education Association

Agreement

BETWEEN

SPARTA BOARD OF EDUCATION

AND

**SPARTA EDUCATION
ASSOCIATION**

AIDES

July 1, 2005 through June 30, 2008

Table of Contents

| <u>Article</u> | <u>Title</u> | <u>Page</u> |
|----------------|-------------------------------------|-------------|
| I | Recognition | 1 |
| II | Negotiations of Successor Agreement | 1 |
| III | Grievance Procedure | 1 |
| IV | Involuntary Transfers | 4 |
| V | Voluntary Transfers | 4 |
| VI | Absences | 4 |
| VII | Employee Benefits | 5 |
| VIII | Association Rights | 5 |
| IX | Work Schedule | 5 |
| X | Employee Rights | 6 |
| XI | Representation Fee | 6 |
| XII | Separability | 7 |
| XIII | Salaries | 7 |