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January 10, 2018

Via Regular Mail

Joseph Cortico
Local President
Elizabeth Education Association
One Union Square
Elizabeth, New Jersey 07201

**Re: Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2011-221, Grv. 08-10-03**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2011-585, Grv. 12-10-01**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2012-291, Grv. 10-11-02**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2013-353, Grv. 10-12-03**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2014-295, Grv. 09-13-01**

Dear Mr. Cortico:

Please accept the instant correspondence as a status update in this matter. As you know, in June, the EEA and the EBOE settled the arbitration of several long-standing grievances by way of a settlement agreement. That settlement agreement included, among other things, a list of persons that the EBOE had identified as having been undercompensated for the work they had performed between the 2010-11 school year and the 2016-17 school year. At the union's insistence, the settlement agreement also included a clause allowing additional persons not included in the EBOE's list to come forward and file a claim for compensation thereunder. Almost immediately, in August 2017, the union began holding meetings with its members to answer questions about the settlement agreement and the EBOE's offers to individual members.

We had originally anticipated that there might be issues with 100 to 200 members and we hoped to address all of their concerns within a few months. Ultimately, nearly 650 members came forward with issues. So, the union held additional meetings with members in September and October as well. Of course, because the number of claimants was much higher than anticipated, we had to adjust our expectations for how long it might take to address the claimants' concerns. While it took longer than we had originally hoped, the union's accountants have already reviewed and produced reports on most of these members' claims. They continue to review claims everyday. We are now in the process of notifying individual members of the results of the accountants' reviews of their claims. We have also begun to file claims with the EBOE seeking compensation under the settlement agreement. We will continue notifying members and submitting claims until we have addressed each and every claimant in our database. Although we haven't received a response to any of the claims we have filed yet, to be fair, they were filed late in December.

It has come to my attention that some union members are suggesting that those who accepted the EBOE's initial offers should not have done so and that if they had not accepted those offers earlier this year, they would have received a larger settlement. There is simply no truth to that suggestion; it is a notion not based in fact.

Because there is a great deal of mistrust between the union's members and the EBOE, the union arranged for our firm to meet with its members. All members were afforded the opportunity to meet with an attorney and have their claim reviewed. Members then had the opportunity to choose to accept the Board's offer or to wait until their claim was reviewed further. The vast majority of people who received settlement offers from the EBOE accepted those offers. Others chose to wait until their claim could be reviewed. Thus far, we have no evidence to suggest that there were widespread inaccuracies in the EBOE's initial offers. Some who chose to wait to have their claim reviewed have had their concerns confirmed. Others have learned that our review confirmed the accuracy of the Board's offer.

It has also come to my attention that some union members may believe that even if they accepted a settlement check from the Board, their claim might somehow be re-opened. Here, again, there is simply no truth to this notion. Any member who signed a release and accepted a settlement check from the Board has effectively extinguished his or her claim and, as such, at least so far as that individual is concerned, this matter has been fully resolved. No further adjustments can be made to these members' claims.

If you have any questions or concerns, please do not hesitate to contact me. Thank you kindly.

Respectfully,
CARUSO SMITH PICINI, P.C.
Attorneys for the Elizabeth Education Association

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