

COLLECTIVE BARGAINING AGREEMENT

between

**MONROE TOWNSHIP
FEDERATION OF
TEACHERS/PARAPROFESSIONALS
LOCAL 3391, AFT, AFL-CIO**

and the

**MONROE TOWNSHIP
BOARD OF EDUCATION**

JULY 1, 2010 – JUNE 30, 2013

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AFT, Local 3391, NJSFT, AFL-CIO

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ARTICLE I

RECOGNITION

- 1:1 The Board recognizes the Monroe Township Federation of Teachers, Local 3391, American Federation of Teachers, AFL-CIO as the sole and exclusive bargaining agent for all paraprofessionals, office assistants, and nurse assistants; excluding secretaries/clerks/computer operators, certificated staff, custodians, maintenance, food service workers, superintendents and assistant superintendents, principals and assistant principals, and any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, and substitutes pursuant to N.J.S.A., Title 34, Chapter 123, P.L. 1974.
- 1:2 The parties agree to follow a policy of non-discrimination against any employee on the basis of race, color, creed, age, national origin, gender, marital status, sexual orientation or membership participation in or lack of participation in, association with or lack of association with the activities of any employee organization.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor agreement, Chapter 123, P.L. of New Jersey, 1974, to reach agreement on matters concerning the terms and conditions of employment.
- 2:2 Consistent with Chapter 123, P.L. of New Jersey, 1974, the Board shall not effect any changes in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- 2:3 Such negotiations shall begin according to the rules and regulations set forth by P.E.R.C. and the Agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.
- 2:4 Whenever members of the bargaining unit are mutually scheduled by the parties hereto participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement; they will suffer no loss in pay.
- 2:5 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

3:1 Definitions

3:1.1 A grievance is a complaint that there has been a violation or misinterpretation of any provision of this Agreement.

3:1.2 The term “grievant” shall be considered to include: any individual unit member, a group of unit members, or the Federation. The individuals involved shall be specified when the Federation is the grievant.

3:2 Time Limits

3:2.1 A grievance shall be initiated in writing within thirty (30) calendar days of the event. If the grievant could not have reasonably known of the event, the initial time period shall commence from the point at which he/she could have known. Failure to file timely in one (1) instance shall not preclude filing on a similar issue which occurs subsequently.

3:2.2 Failure at any step of this procedure to communicate a decision or hold a grievance meeting within the specified time limits shall permit the aggrieved to proceed immediately to the next step.

3:2.3 The time limits specified at any step may be extended in any particular instance by mutual agreement between the Federation and the superintendent. Such extensions must be in writing.

3:2.4 Grievance occurring after May 20, may be timely and filed until September 15.

3:3 Informal Level

An attempt may be made to resolve any complaint by discussion between the grievant, the Federation representative and appropriate supervisor or administrator before differences become formalized as grievances.

3:4 Formal Levels

Grievances shall be presented and adjusted in accordance with the following procedure:

- 3:4.1 Step One - A grievance shall be presented in writing through or by the authorized Federation representative to the building principal. The principal shall within ten (10) calendar days after receipt of the grievance meet with grievant and the authorized Federation representative in an effort to adjust the matter to the satisfaction of all concerned. The principal shall make a decision and communicate it in writing to the grievant and the authorized Federation representative within twelve (12) calendar days of the date he/she initially received the written grievance. Step One of the grievance procedure shall be bypassed when a grievance occurs which affects two (2) or more buildings or when a grievance occurs in a building in which there is no principal. Such grievance shall commence at Step Two by the Federation who shall identify each individual on whose behalf the grievance is filed. A copy of such grievance shall also be signed with each Step One administrator in the building(s) affected.
- 3:4.2 Step Two - The decision of the building principal may be appealed in writing to the superintendent with ten (10) calendar days after its receipt by the grievant and the authorized Federation representative. The superintendent shall within seven (7) calendar days after receipt of the appeal meet with the grievant and the authorized federation representative in an effort to adjust the matter the satisfaction of all concerned. (If another meeting(s) is deemed necessary by the superintendent, then an additional seven (7) calendar days shall be provided). The superintendent shall within fourteen (14) calendar days of receiving the grievance (or fifteen (15) calendar days if a second meeting is held) make a decision and communicate it in writing to the grievant and the authorized Federation representative.
- 3:4.3 Step Three - Within seven (7) calendar days after the receipt of the decision of the superintendent, an appeal in writing may be made by the grievant to the Board. Representative of the Board shall hold a hearing within thirty (30) calendar days of the receipt of such notice of appeal and shall render a decision in writing to the grievant and the authorized Federation representative within fifteen (15) calendar days of receiving the written appeal.
- 3:4.4 Step Four - Within fifteen (15) calendar days after receipt of the decision of the Board, an appeal may be made by the Federation to the Public Employment Relations Commission (P.E.R.C.) for arbitration under its rules. Both parties agree to abide by P.E.R.C. rules and procedures in the selection of an arbitrator. The arbitrator shall hold a hearing within twenty (20) calendar days of his/her appointment at a mutually agreed upon time and place. The decision shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.

3:5 **Costs**

The fees and expenses of the arbitrator shall be shared equally by the two parties.

3:6 **General Provisions**

3:6.1 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which will afford an opportunity for all persons proper to be present. "Persons proper to be present," for the purposes of this section, is defined as the grievant, the authorized Federation representative, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay and shall be provided class coverage.

3:6.2 The Federation shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to present at all such hearings.

3:6.3 Only the Board, the aggrieved and the authorized Federation representative shall be given copies of the arbitrator's report and recommendation.

ARTICLE IV

EMPLOYEE RIGHTS

4:1 No employee shall be disciplined, reprimanded or reduced in rank or compensation 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.

4:2 Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his/her choice present.

4:3 No employee shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.

4:4 An employee shall not be reprimanded in the presence of a student, member of the public, or other staff member by an administrator without justifiable, substantive reasons.