

1805 P

**COLLECTIVE BARGAINING AGREEMENT**

Between

**MONROE TOWNSHIP  
FEDERATION OF TEACHERS/PARAPROFESSIONALS  
LOCAL 339I, AFT, AFL-CIO**

and the

**MONROE TOWNSHIP BOARD OF EDUCATION**

COLLECTIVE BARGAINING AGREEMENT

Between

MONROE TOWNSHIP

FEDERATION OF TEACHERS AND PROFESSIONALS

LOCAL 3211, AFL-CIO

and the

MONROE TOWNSHIP BOARD OF EDUCATION

**MONROE TOWNSHIP BOARD OF EDUCATION**

**V. James Agnesino . . . . . President**  
**Al LaMonaca . . . . . Vice President**

**Steven R. Ball**  
**James Bathurst**  
**Carmen DiNovi, Jr.**  
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**Superintendent of Schools**  
**Robert W. LaPorta**

**Assistant Superintendents**  
**Stephen E. Derkoski**  
**Vincent Tarantino**

**Board Secretary**  
**Elizabeth A. Rennebaum**

**Negotiations Chairperson**  
**Steven R. Ball**

. . .

**Maple Grove Administration Building**  
**Academy Street**  
**Williamstown, New Jersey 08094**  
**(609) 629-6400**

MORRIS TOWNSHIP BOARD OF EDUCATION

Attest: .....  
Vice President  
President

James J. Bell  
Linda Bell  
Carmen D'Amico, M.S.  
Doreen  
Robert D'Amico  
Doreen  
Richard D'Amico, M.S.

Superintendent of Schools  
Robert W. Latta

Assistant Superintendent  
Doreen  
Richard D'Amico

Board Secretary  
Elizabeth A. [Name]

Administrative Director  
James J. Bell

James J. Bell, Superintendent  
Morris Township Board of Education  
1000 [Address]  
Morris, NJ 07960

## 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.

## 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 affect any change 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 as 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 Grievances 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 the 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.

**ARTICLE III  
GRIEVANCE PROCEDURE**

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 within 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 to the satisfaction of all concerned. (If another meeting(s) is deemed necessary by the superintendent, then an additional (7) calendar days shall be provided). The superintendent shall within fourteen (14) calendar days of receiving the written 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. Representatives of the Board shall hold a hearing within fifteen (15) 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.

**ARTICLE III  
GRIEVANCE PROCEDURE**

- 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 be 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.

**ARTICLE V**

**FEDERATION RIGHTS**

**5:1 Use of Facilities**

- 5:1.1** The Federation shall have the exclusive use of the existing bulletin boards in each faculty lounge and faculty dining room for the posting of official Federation notices and announcements.
- 5:1.2** The Federation shall have the right to place materials in bargaining unit members mail boxes and shall have the use of the interschool mail system. All reasonable effort will be made by the Federation to ensure that students are not exposed to such communications.
- 5:1.3** The Federation shall have the privilege of using school buildings without cost for meetings before and after school when such facilities are not in use and provided there is no additional cost to the Board.



**ARTICLE V  
FEDERATION RIGHTS**

- 5:1.4** The Federation shall have the right to use all office equipment when not otherwise in use in all schools except for the office typewriters. A typewriter shall be provided for Federation use in each building. The Federation shall pay for the reasonable cost of materials incidental to such use.
- 5:1.5** The Federation president shall not be prevented from visiting schools providing notification is first given to the building administrator and that such visits shall not interrupt work or normal school operations.

**ARTICLE VI**

**WORK YEAR - WORK DAY - WORKING CONDITIONS**

- 6:1** The work year of bargaining unit members will differ and be dependent upon job responsibilities, needs, and program. In most cases, it will not exceed 181 days which will be comprised of 180 student days and (1) in-service day.
- In such cases when the employee is needed beyond his/her scheduled work day/year, he/she will be compensated on an hourly basis equal to the hourly rate received during the work year. In the case of a salaried employee receiving additional hours, they also will be compensated at a rate equal to their existing salary divided by the yearly hours.
- 6:2** All members of the bargaining unit shall be classified as three (3) hour or six (6) hour aides.

**ARTICLE VII**

**EDUCATIONAL IMPROVEMENT**

- 7:1** Any employee who has successfully completed three (3) years' employment in Monroe Township and takes coursework or attends professional workshop in the employee's field related to his/her position shall be reimbursed toward the tuition of such coursework or cost of such professional workshops to a maximum of \$150 per employee and with a cap of \$2,000 for all unit members for the 1993-94 school year; \$175 per employee and \$2,200 unit cap for 1994-95; and \$200 per employee and \$2,400 unit cap for 1995-96; and \$200 per employee and \$2,500 unit cap for 1996-97.
- 7:2** Sole approval for the tuition reimbursement must be secured from the superintendent or his designee prior to the employee taking the course.
- 7:3** The Board of Education shall pay for any in-service or workshop not provided by the district. Approval for the in-service or workshop must be secured from the superintendent or his designee.

## ARTICLE VIII

### PROMOTIONS, TRANSFERS, AND VACANCIES

- 8:1** All bargaining unit members shall have the right to request a transfer. Such request may indicate preference of grade, subject, and/or department assignment. Transfer requests must be made in writing to the superintendent within thirty (30) calendar days prior to April 30. Specific justification for the transfer must then be submitted in writing; and the employee requesting such transfer may arrange a meeting with the superintendent or his designee to consider or review the request before any decision is made. This is not to preclude requests at any other time during the school year for openings which may subsequently occur. Determination on all requests for transfers resides with the Board.
- 8:2** All vacancies arising because of new or special project positions shall be posted in every school clearly setting forth a description of and the qualifications necessary for the position including the duties and salary.
- 8:3** All vacancies for teaching, nonteaching, promotional or new positions shall be posted in all buildings fifteen (15) working days prior to application deadline. The notice posted shall include position title; application procedure; necessary qualifications; and when applicable, grade level and building. Transfer within the school year resides solely with the school district within the limits of this Agreement.
- 8:4** When vacancies occur during the summer months, posting notices will be mailed to the treasurer of the local AFT.
- 8:5** All vacancies arising because of new or special project positions shall be posted in every school clearly setting forth a description of and the qualifications necessary for the position.

## ARTICLE IX

### EVALUATION

- 9:1** All bargaining unit members shall receive written evaluations of their job performance by their immediate supervisor and acknowledge same no less than twice a year.
- 9:2** Evaluations of all unit members shall be made by building administrators with assistance, if necessary, by the classroom teacher who is directly responsible for employee performance.
- 9:3** The evaluation form used by the administration shall be uniform for the entire district.

## ARTICLE X

### LEAVE OF ABSENCE

#### **10:1 Death in Family Allowance**

**10:1.1** In the event of death in the immediate family, employees shall be granted with pay for attending the deathbed, funeral or to make funeral arrangements as hereinafter stated:

- a. An allowance of five (5) days shall be granted in the case of death in any of the following:
  1. employee's parents, spouse, children, brothers, sisters, parents of the employee's spouse, and other persons residing as a member of the household of the employee.
  2. legally adopted members of the family and step-relationships as outlined in a-1.
- b. An allowance of three (3) days shall be granted to attend the funeral of any of the following:
  1. uncle, aunt, grandparents, and grandchildren of the employee.
  2. brother-in-law, sister-in-law, son-in-law, and daughter-in-law of the employee.
- c. In the event of an employee or student death in Monroe Township School District, the principal or immediate supervisor of said employee shall grant to an appropriate number of employees sufficient time off to attend the funeral.

#### **10:2 Personal Business**

All bargaining unit members are entitled to two (2) personal leave days without requiring in advance the specific approval of the administration, subject to the following restrictions:

- a. Except in the event of an emergency making such notice impossible, at least forty-eight (48) hours' notice shall be given in order to provide for substitutes.
- b. Such leave shall not be granted immediately prior to or after any scheduled vacation or school holiday.
- c. Such leave days will be used for a bona fide personal business normally unable to be completed after normal school hours; such as, appearance in court, real estate settlement, I.R.S. review, physical exam for the armed forces, graduation when receiving a degree.

**ARTICLE X  
LEAVE OF ABSENCE**

- d. Each member of the bargaining unit, upon return, shall sign a statement that the leave day was taken under these guidelines.
- e. All personal unused at the end of each school year will be converted to sick leave and added to the employee's accumulation.

**10:3 Sick Leave**

**10:3.1** There will be ten (10) sick days with pay per year. Days not used shall be credited toward the employee's accumulation of sick leave.

**10:3.2** The Board or the superintendent may require the submission of a physician's certificate as provided in N.J.S.A., Title 18A:30-4. In cases of questionable recurring absence the employee, administration, and the M.T.F.T. building representative will be advised; and a physician's certificate may be required for each subsequent absence in accordance with N.J.S.A., Title 18A:3-4.

**10:3.3** Bargaining unit members shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

**10:3.4** Any bargaining unit member absent due to illness beyond annual sick leave and accumulated sick leave may request the differential pay between his/her regular pay and substitute rate. Such determination shall be at the discretion of the Board upon recommendation of the superintendent on a case-by-case basis.

**10:4** Upon retirement from the district, an aide will be reimbursed for unused sick leave if he/she has accumulated at least 40 sick days. Payment shall be based on 30% of the per diem rate of Level III during the final year of service.

**10:5** An employee who is terminated or laid off having at least five (5) years of service in the district shall have his/her accumulated sick days reinstated when he/she is rehired by the district.

**10:6** Regarding lay off and recall of unit employees, seniority will be considered as one of several factors. Seniority will not be the sole determining factor. Other factors considered will be absentee rate, lateness, evaluations, and college credits.

**ARTICLE XI**

**PAYROLL DEDUCTIONS**

**11:1** In accordance with statutes the Board agrees to deduct from the salary of each employee, from whom it receives authorization to do so, the required amount of payment of Federation dues. Such payments, accompanied by a list of employees for whom deductions have been made and the amount of the deductions, shall be forwarded to the Federation

**ARTICLE XI  
BENEFITS AND MEDICAL COVERAGE**

treasurer for the local within the first seven (7) calendar days of the following month. After the initial list is forwarded, only monthly modifications to such in addition to the appropriate sums shall be forwarded to the Federation treasurer.

**11:2** The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of fees for the payment toward a disability plan of the Federation's choice, and the amounts deducted shall be forwarded to the appropriate office.

**ARTICLE XII**

**BENEFITS AND MEDICAL COVERAGE**

**12:1** a. The Board agrees to pay the full cost for family coverage for all full-time employees for P.A.C.E. Coverage for Blue Cross, Blue Shield, Rider J and Major Medical for the term of this contract.

b. As per federal law, the Board shall offer each full-time employee a family HMO Plan as an alternative to the medical insurance plan. In the event the HMO Plan cost per employee exceeds the present Blue Cross and Blue Shield Plan's cost, the employee will incur the differential.

**12:2** The Board will pay full cost for employee and family for a \$5.00/0 co-pay prescription plan.

**12:3** The Board will pay the full-family dental premium for 1993-97. Such premium cost will be capped at the premium in effect at the end of the contract.

**ARTICLE XIII**

**SALARY SCALE**

<b><u>LEVEL</u></b>	<b><u>1992-93</u></b>	<b><u>1993-94</u></b>	<b><u>1994-95</u></b>	<b><u>1995-96</u></b>	<b><u>1996-97</u></b>
<b>I</b>	6.64	7.11	7.61	8.14	8.70
<b>1-2 Years</b>	7,489.92	8,020.08	8,584.08	9,181.92	9,813.60
<b>II</b>	7.22	7.69	8.19	8.72	9.28
<b>3-4 Years</b>	8,144.16	8,674.32	9,238.32	9,836.16	10,467.84
<b>III</b>	7.80	8.27	8.77	9.30	9.86
<b>5-6 Years</b>	8,798.40	9,328.56	9,892.56	10,490.40	11,122.08
<b>IV</b>	8.39	8.86	9.36	9.89	10.45
<b>7-8 Years</b>	9,463.92	9,994.08	10,558.08	11,155.92	11,787.60
<b>V</b>	8.97	9.44	9.94	10.47	11.03
<b>9+ Years</b>	10,118.16	10,648.32	11,212.32	11,810.16	12,441.84

The amount indicated at the top of each block is the hourly wage for 3-hour aides.

The amount indicated at the bottom of each block is the annual salary for 6-hour aides.

**ARTICLE XIV**

**MISCELLANEOUS**

**14:1 INCLEMENT WEATHER SCHEDULE**

When schools are closed due to inclement weather, no employee shall be required to work.

**ARTICLE XV**

**CONFORMITY TO LAW**

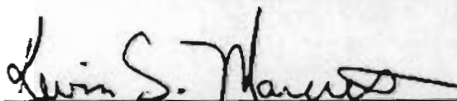
**15:1** Should any provision of this Agreement be held or determined by any court or agency having jurisdiction to be invalid or unenforceable, then same shall not invalidate the other provisions hereof that are servable therefrom.

**ARTICLE XVI**

**DURATION**

**16:1** This Agreement shall commence September 1, 1993 and shall conclude on June 30, 1997.

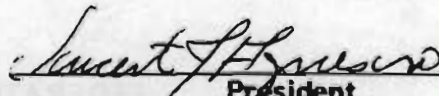
**MONROE TOWNSHIP  
FEDERATION OF TEACHERS/  
PARAPROFESSIONALS**


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Negotiations Chairperson

**MONROE TOWNSHIP  
BOARD OF EDUCATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**MONROE TOWNSHIP FEDERATION  
OF TEACHERS**

**Officers**

**President** ..... Kevin Marcus  
**Executive Vice President** ..... Donald Edwards  
**Treasurer** ..... Helen Maccherone  
**Secretary** ..... Mary Ann Cooper

**Vice Presidents**

**High School** ..... Rocco Canonica  
**Oak Knoll** ..... Helen Maccherone  
**Radix** ..... Angela Gregory  
**Leda Shishoff** ..... Donna Bary  
**Whitehall** ..... Richard Smith  
**Cafeteria Workers** ..... Pat Tyler  
**Service Workers** ..... Donnajean Woodman  
**Paraprofessionals** ..... Dorothy Spaulding

**Grievance Chairperson**  
Elinda Kuznetzoff

**Negotiations Chairperson**  
Donald Edwards

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